

General Operating Terms of MTS d.o.o. for the provision of services in public mobile communications network

1. Introductory provisions

1. These General Terms represent the operating terms of **MTS d.o.o.**, seated in Severna Mitrovica, Kosovo, Oslobođenja street no. 1 (hereinafter: mts) for the provision of services in public mobile communications network (hereinafter: mts Mobile Services).

2. A public mobile communications network is a network where terminal points are not on fixed locations. Customers that are subject to these General terms of provision of services in mts public mobile communications network (hereinafter: "General Terms") are subscribers and registered prepaid customers.

3. The General Terms and the Price List of mts are publicly available in accordance with the applicable regulations on the web page www.mtsdoo.com, as well as in Mts shops and the shops of authorized distributors.

4. The provision of any service subject to these General Terms is governed, in addition to the General Terms, by a subscriber contract as well (hereinafter: "Contract"). By signing the Contract, the customer accepts the application of the General Terms. The General Terms apply to the relations between mts and customers throughout the Contract validity and they constitute an integral part of the Contract. Any deviation from the General Terms is possible only if envisaged by the Contract, entered into in a written form, signed by an authorized person of mts, on its behalf.

5. Subscribers and prepaid customers in mts mobile network are collectively referred to herein as Customers. Articles of these General Terms stipulating the rights and obligations of Subscribers shall not apply to prepaid customers in mts network.

6. Mts has the right, in keeping with amendments to the applicable regulations, service provision terms, its business policy and customer requirements, to make amendments to the General Terms, whereof it shall duly inform its subscribers 30 days in advance.

7. All relations between mts and the Customer that are not governed by these General Terms shall be subject to the provisions of the applicable legislation and relevant by-laws.

2. Prepaid customers

1. A contract with prepaid customers is concluded on purchasing a prepaid tariff package with a SIM card included, at the points of sale of mts or its distributors. By purchasing a prepaid tariff profile and activating the SIM card, the Customer approves the application of these General Terms.

2. A prepaid tariff profile may contain a SIM card or a SIM card and a device for using the services that are the subject matter of these General Terms. The use of services begins upon the activation of the SIM card by a prepaid customer.

3. Upon a written request, of a non-registered prepaid customer, along with a valid ID enclosed, and presenting a SIM card and a PUK code, mts shall register the customer's personal data, whereafter the customer shall be vested with the rights and obligations as a Subscriber, in particular the right to replace a damaged, lost or stolen SIM card, the right to be given a

specification of the generated traffic, to submit a complaint, to assign a SIM card to another customer, as well as with other rights the exercise of which requires the customer to be identified.

4. A prepaid customer is obliged to top-up his prepaid number within specific periods of time. Otherwise, mts is entitled to temporarily deactivate the number. Unless the prepaid customer tops-up the account within 60 days from temporary deactivation, the respective number shall be permanently deactivated. The customers of all packages who fail to make a prepaid top-up within the period of time defined in the tariff package specification, shall lose their credit and have their numbers deactivated.

3. Conclusion of a Postpaid Subscriber Contract

1. mts will take into consideration a request for the provision of postpaid services (hereinafter: Request) if the customer presents all the information, identification documents, authorization and other documents evidencing his/her identity. A legal entity shall submit respective documents evidencing the entry in the relevant register, as well as other information as is required for signing the Contract. For residential customers, the request can be filed by an adult person, and for minors the request shall be filed by a parent or custodian. By filing a request for the conclusion of Contract, the customer accepts/provides consent that mts may verify the customer's solvency and seek and share the data, accordingly, about such customer's previous performance.

2. A customer's request will be taken into consideration provided that the customer has settled all its outstanding and overdue debts towards mts, and that no debt collection proceedings is pending against the customer. Likewise, neither liquidation nor bankruptcy proceedings may be pending against the customer.

3. The submission of Request to mts can be also made electronically (on-line) or via some other remote communication channel that mts makes publicly available. By submitting the Request in this manner, the customer agrees to use the remote communication channels for the purpose of concluding the Contract, i.e. it confirms that it is aware and agrees that the Contract between mts and Subscriber is deemed concluded as of the service activation upon the completion of the described procedure. In case of remote conclusion of the contract, and outside business premises, mts will notify the applicant of all the information envisaged by special regulations concerning the consumer protection and will send a copy of the Contract to the applicant, i.e. a confirmation on the contract conclusion, in the manner and in the form provided for in special regulations on consumer protection.

4. When submitting the Request, the customer authorizes mts that it may, within 30 days, verify the data related to customer's solvency. If the data obtained by mts point to probable insolvency of the subscriber or to his untimely fulfilment of the obligations towards third parties, mts will inform him thereof and seek an explanation. Upon receiving the explanation or the upon the expiry of the deadline for providing one, mts will decide on the Contract conclusion, where it shall reserve the right to reject the request for Contract conclusion and notify the customer thereof.

5. Unless otherwise specified therein, the Contract shall be concluded for an indefinite period of time.

6. The Contract between the subscriber and mts shall be entered in writing and signed by the subscriber and an authorized representative of mts. General Terms are an integral part of the Contract. By signing this Contract, the customer acknowledges that it is familiar and compliant with all the provisions of General Terms.

7. When entering into the Contract, the subscriber opts for a tariff package. The name of the selected tariff package and its description is contained in the Contract and enclosed therewith,

which implies that the subscriber is familiar and compliant with all the terms thereof and that it accepted all prices and terms related to its use.

8. A postpaid tariff package that the subscriber opted for in the Contract may contain a SIM card or a SIM card and a device for using the service, which are the subject matter of General Terms.

9. mts and the subscriber may agree on the provision of services subject to special commitment, minimum period of mandatory Contract term, i.e. a minimum validity period of the Contract, in which case specially defined terms shall apply, in accordance with the price list and the Contract. By contracting a minimum validity period of the Contract, the subscriber becomes entitled to specific benefits, which may relate to special service usage terms as well as to the option to buy devices necessary for using the service, in accordance with the Contract.

10. A postpaid subscriber may ask, during the minimum validity period of the Contract, to have its tariff profile changed to some other tariff profile subject to the same or higher monthly fee.

4. Service activation, SIM card and service usage

1. The commencement of the service use and activation of SIM card will be enabled, as a rule, within 24 hours from the time of Contract conclusion, where mts retains the right to defer it in extraordinary circumstances, but not more than 30 days. Mts allocates SIM cards to Customers solely for the purpose of using the mobile services in keeping with the General Terms and the Contract. Mts retains the ownership over the SIM card throughout the period of its use by the Customer.

2. The Customer shall handle the SIM card with due care, when connecting it to terminal equipment, in accordance with the manufacturer's instructions, to keep it safe from adverse weather conditions, damages, incompetent or unauthorized use. Otherwise, the Customer shall be held responsible for all the damage arising from an irregular, incompetent or unauthorized use of mts' SIM card.

3. Billing and charging of the service shall commence as of the service activation date in line with the Contract and these General Terms, according to the price list of mts (hereinafter: the Price List).

4. In case of a lost or stolen SIM card, or some other reasons that may lead to the abuse, the Customer shall report it to mts customer support by making a call, or sending an e-mail or fax, or by coming to the nearest store, and he/she shall provide the ID data for such SIM card, the line number and other relevant data as are required for establishing the justifiability of the reported claim. Mts shall not be responsible towards the Customer or any other person for the damage that may arise from inadequate or untimely reported loss or theft of the SIM card.

5. In case of a damaged SIM card resulting from its incorrect usage, as well as in case of a lost or stolen SIM card, mts shall replace the card, upon subscriber's request, with a new one, while retaining the subscriber number, which will be charged to the subscriber as per the Price List valid at the time of replacement. In case of a technical defect of a SIM card, mts shall replace the same free of charge.

6. The Customer shall be fully responsible for the use of services enabled through public mobile network of mts, as well as for any damage incurred to a third party as a result of the service use.

7. The Customer undertakes to connect to the network only such devices/handsets that conform to technical requirements, to comply with all instruction manuals, and to maintain the same in operable condition, and to prevent other person's use of these devices contrary to the aforesaid.

8. On entering into the Contract, the postpaid customer will be informed of special restrictions regarding the use of devices that are included in the contracted service package.

9. Mts retains the right to disconnect the service to the customer, without prior notice, if the customer breaches any of the provisions from Item 7 of this Article, which may result in certain malfunctions in service operation or a damage upon the network.

10. Upon the expiry of the Contract validity, the customer shall return to mts, in operable condition, the terminal equipment granted for use or to reimburse the value of such equipment according to the Contract or the Price List, or according to the market value if the same has not been established in the Contract or the Price List as at the date of Contract termination.

11. Upon Customer's request, mts will provide add-on services from its service offer, provided that technical requirements therefor have been met. Unless otherwise envisaged by the Contract, the Contract and General Terms shall apply to add-on services as well. Add-on services shall be invoiced in line with mts Price List.

12. Mts shall enable the service use in public mobile networks of other operators (roaming), including the operators abroad, with whom it has concluded national or international roaming agreements.

13. The right set out in the foregoing paragraph shall be exercised by the Customer in accordance with the terms of the tariff package used and in accordance with the terms of the relevant roaming operator, whose network is used by the Customer.

14. The service use in roaming is enabled to such subscribers who regularly settle their bills, i.e. after the advance payment of bills by the subscribers who are less than three months in mts network, where mts retains the right to determine different terms for the activation of roaming service.

15. The subscriber shall be solely responsible for the use of mobile services in roaming. The subscriber also undertakes to abide by the applicable terms of the operators of these services, when using the same in roaming, and to pay to mts the services according to the Price List of mts.

5. Information about the customer and generated traffic

1. Mts collects and processes customer personal data, all in accordance with the applicable Law on Personal Data Protection.

2. Mts guarantees the confidentiality of the customer's personal data within the limits of the applicable legal regulations. Mts may use said data for the purpose of implementing the Agreement, fulfilling its legally based obligations, collecting receivables and for other purposes subject to the consent of the Customer.

3. Traffic data related to a specific Customer shall, save with the aim of fulfilling the obligations laid down by the applicable regulations, be processed and kept to the extent necessary for generating a bill even during the period pending the expiry of the legally set deadline for raising an objection by the Customer and until the expiry of the deadline for the collection of receivables.

4. By entering into the Agreement, the Subscriber undertakes, in case it uses the value-added services of third parties-operators of said services via the mts network, the data referred to in items 2 and 3 of this Article, may be submitted to the service operators whose services it used as follows: the data set out in item 2 for the purpose of collecting receivables by said operators and the data referred to in item 3, for the purpose of collecting receivables and addressing complaints by the operators.

5. By entering into the Agreement, the Subscriber agrees that mts shall keep its data in a publicly available telephone directory (electronic and printed). Mts is not obligated to verify the veracity of data provided by the subscriber for the directory. The Subscriber is entitled to revoke for mts, without a consideration, its previously granted consent, that is, to request that its data be deleted from the directory.

6. The Subscriber shall notify mts of any change in its data necessary for the implementation of the Agreement 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.

7. A change in the Subscriber data shall be also 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.

8. When setting up a call, the number of the calling party is always 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 fees applicable by mts for mobile services are defined by the Pricelist.

2. The Pricelist is available to the Customers on all points of sale of mts and authorized distributors as well as on the mts website.

3. Mts may introduce new, change or abolish certain services from the mts existing offer, that is, tariff packages and models and certain add-on mobile services for their use with a prior notice to the Customer, all in accordance with the applicable regulations, via the media or in some other adequate manner (Internet website, SMS, electronic mail, bill, etc...).

4. Each month, mts shall send to the subscriber a bill for the mts mobile services rendered. The costs of payment circulation that may arise in connection with the payment of the bill shall be fully borne by the Subscriber. The Subscriber shall pay the total amount of the debt incurred for the term of the Agreement, including the costs of roaming whose calculation may be delayed and included in a separate bill.

5. Mts shall deliver a bill to the address of the Subscriber, unless the Subscriber requested some other form of delivery. The bill shall be available in electronic form to all subscribers via the mts website set out in Article 1 of the General Terms, email, contact centre, stores or authorized points of sale of mts. If the Subscriber is not delivered a bill for the Mobile 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 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.

7. Mts is entitled to alter the Pricelist, the General Terms and the commercial and/or other terms of service provision. It shall make its services publicly available to its customers in accordance with the applicable law and regulations at least 30 days prior to a change in the price and/or terms of service provision.

8. Mts shall notify the Customer of said changes on its website at www.mtsdoo.com, in its stores and other points of sale in accordance with the applicable regulations.

9. In the event of a change in the prices of the contracted terms of service provision and the General Terms exclusively in favour of the customer, the same may apply as of the date of publication.

10. If said changes substantially alter the terms whereunder the Agreement is entered into, the Subscriber shall, at least 30 days in advance, be notified either in writing or via a bill for the services

rendered, via SMS, e-mail or in some other manner agreed with the Subscriber. The Subscriber which said changes refer to may cancel the Agreement in the period until the effective date of the altered terms or prices. If it fails to do so within the set deadline, it shall be deemed to have accepted said changes.

11. The amendments to the General Terms which constitute alignment with the applicable legal regulations shall not be deemed to represent a change in the terms whereunder the Agreement 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 customers may pay the bill through all institutions registered for payment transactions. 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 circulation 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.

5. If the subscriber fails to fulfil its payment obligation after the expiry of the bill due date, mts shall notify it either in writing or electronically (via SMS) of its outstanding obligations and shall call on it to meet same within 8 days in order to avoid the imposition of temporary service suspension measures.

6. If the Subscriber fails to meet its payment obligation within 15 days from the obligation due date, provided that at least 8 days have elapsed from the delivery of a reminder, mts is entitled to temporarily suspend for the Subscriber the provision of the services rendered under the Agreement whereaunder it fulfils its contractual obligations. For the duration of the partial temporary suspension of the provision of traffic, allowed for the customer shall be incoming calls except roaming and outgoing calls towards the emergency services.

7. If the subscriber fails to fulfil its payment obligation until the expiry of a 45-day period of restriction of the voice services in said manner (60 days from the payment obligation due date), mts is entitled to temporarily suspend for the subscriber the voice services in full. The services shall be re-established at the date the obligations are fulfilled, no later than 2 working days from the settlement of debt.

8. For the reestablishment of the services that have been subject to a suspension after the Subscriber has fulfilled all outstanding liabilities for said services, the Subscriber shall pay a fee for the re-establishment of the services laid down by the Pricelist.

9. If the Subscriber fails to settle the bill even within 75 days from the payment due date, where a minimum of 8 days have elapsed from a reminder pending a permanent suspension of service provision, mts is entitled to permanently suspend the provision of its services, terminate the Agreement and institute a collection procedure before a court for the outstanding liabilities.

10. Mts is authorized to assign the receivables from the Subscriber to third parties, banks, and agencies for the collection of receivables, in the manner and in line with the applicable regulations, where the Subscriber shall bear no assignment costs or any other costs that may arise from the assignment of receivables.

11. If on the basis of the payment capacity of the customer, his fulfilment of the payment obligation in a 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

1. Mts undertakes to provide Customers with contracted mobile services of mts, in accordance with the defined quality parameters prescribed by the Regulatory Authority for Electronic and Postal Services (hereinafter: Authority).

2. Mts shall ensure proper and smooth operation of the mobile network, regular maintenance of its network capacities and monitoring of the operation and quality of services in line with technical standards and regulations. The user of mobile services accepts that, within technical and operational capacities of mts public mobile network, there is a possibility that mts mobile services may not be available in every moment and in every place. Mts retains the right to partly or fully suspend the provision of services due to works on the network.

3. The Customer shall report the service malfunction, or interference, by calling the Contact Centre, through the web portal, via e-mail or in writing to the addresses from the bill.

4. Should the service be unavailable for more than 48 hours and/or due to reduced quality, as per the Authority's defined parameters, or if the service was not available for the reasons attributable to mts, the Subscriber shall be entitled to decreased monthly fee for the service, in proportion to the number of days such interference lasted, unless otherwise stipulated in the Contract.

5. Within the limits allowed by the law, mts is responsible for the actual damage arising as the direct consequence of mts authorized personnel and it is not responsible for the lost profit nor for indirect or consequential damage.

6. Mts shall not be obliged to compensate for the damage if the mobile service quality is lower than prescribed due to objective reasons that could not have been foreseen nor avoided or removed (force majeure) which includes interferences beyond the system of mts mobile network. Likewise, mts shall not be liable for any damage that may arise during the maintenance of mts public mobile network that might affect the quality of the mobile services provided, nor for the damage or lost profit of the Customer resulting from interferences during the service use, unless otherwise defined by legal regulations.

7. Mts shall not be responsible for the content of communication via mobile network, which is within the domain of the Customer, or other participants in communication.

8. Mts retains the right to temporarily switch off specific services, by implementing the risk management policy, and to take other relevant measures in order to ensure protection from abuse, fraud and cost limitation, for the purpose of protecting the interest of both Customers and mts.

9. Network Code of Conduct

1. The user of mobile services shall use functional terminal equipment which includes, in terms of these General Terms, a mobile handset, device or devices enabling the Customer to use mts services in mobile network, the operation of which complies with the applicable regulations. The Customer's terminal equipment must comply with technical conditions and regulations pertaining to such equipment and it must have the relevant certificate in keeping with the applicable regulations.

2. The Customer undertakes to maintain its terminal equipment in operable condition, so that the quality of mts mobile services is not compromised during its usage, nor the security and integrity of mts mobile network. Mts retains the right to make direct inspection of operability of Customer's terminal equipment, other than portable phone, in case of suspecting its operability.

3. Mts mobile services must be used only in a lawful manner and in keeping with the purpose designated by the Contract and General Terms.

4. The Customer shall not jeopardize the operation and shall not inflict damage upon the mobile network functionality, shall not disturb other customers and shall not use the service, or procure that a third party use the service in a manner that may cause interferences to other customers or for unauthorized access to other parties' information or resources or for performing illegal actions:

- bypass of international traffic
- sending chain messages
- unauthorized revealing of personal data
- violation of intellectual property rights
- sending, receiving and/or storing any information that may inflict damage of any kind to Mts and/or its customers, which are of discriminating, offending nature, or those containing immoral, threatening, misleading or other unsolicited contents
- distribution of SMS, MMS, e-mail messages and/or other content the disclosure of which, or public distribution, is legally prohibited
- sending large amount of unwanted or unsolicited messages to other customers, and publishing and distribution of promotional and advertising material to other customers without their request or consent

5. The Customer is obliged to comply with any instruction or notification of mts related to regular use of the contracted service.

6. Mts shall have the right to record Customer calls made towards the mts contact centre, whereof the Customer shall be notified accordingly prior to establishing connection with the employees in the Contact Centre.

7. The Customer is responsible for using the mobile network services, while fully complying with the General Terms. The Customer shall be only entitled to service use, with no option to enable unauthorized persons to use any type of resources of electronic communications network of mts, which remains exclusively the ownership of mts.

8. The Customer is responsible for the content of the message transmitted via the mobile network, the content of which is made available to a third party. Mts is not responsible for the content of the said messages, for the messages that the Customer receives, nor for the content of any messages that a third party disseminates or makes available through the network. In case of using the service for unauthorized access to other parties' information or resources or for performing any illegal action, including the violation of intellectual property rights or for enabling any of the aforesaid to a third party, the Customer shall be obliged to assume the entire liability, and to compensate mts for the entire damage and costs suffered thereunder, including the litigation expenses.

9. If the Customer uses mts services for buying the goods or services from a third party or for the needs of using the third party services through mts network, the responsibility for the services or goods purchased or ordered in the aforesaid manner shall be borne by the third party – the provider of such service or the seller of goods.

10. Customers' Complaints

1. The Customer 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 customer support.

2. Residential customers (natural persons) may file complaints verbally or in writing. Business customers (legal entities) 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 customers: via the Contact Centre, e-mail, website, 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

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

4. Customers 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 bill 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 Customers fully agree with the terms, implementation method and issued bills 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 15th day falls on a Sunday or a non-working day, the deadline is moved to the first working day).

8. Should the complaint on the bill be determined as grounded, the Customers shall have their bill reduced by the excessively invoiced amount, and if the bill has been paid, this amount shall be allotted as an advance payment for the following bill or it shall be reimbursed to the customers if demanded so, whereas prepaid customers will have their credits topped up by the respective amount.

9. 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 provision

1. In cases when the Customer fails to comply with the rights and obligations envisaged by these General Terms, Mts has the right to temporarily suspend the provision of services, with prior notification, except in the cases of serious or repeated abuse, when mts can disconnect a subscriber even without prior notice.

2. Mts is not under the obligation to compensate for the possible damage incurred due to the temporary suspension of service provision, unless it is expressly envisaged otherwise by Article 15 of the General Terms.

3. Mts may also temporarily suspend its services for reasons defined by laws and by-laws in the sphere of electronic communications and other applicable regulations, and for the following reasons:

- if it is established that the subscriber has provided false data which is the precondition for Contract conclusion;
- if the customer within 15 days from the date of change in the data which is the precondition for Contract conclusion fails to deliver new data to mts;
- if Mts subsequently establishes the existence of any reason for rejecting the Requests set out in the General Terms;
- if the Customer compromises the security of work and the unity of the mts mobile network, and the possibility of functioning of electronic communication services and the protection of data i.e. if he/she fails to respect the rules of behavior on the network from item 9.4.;
- if the customer fails to pay the bill after as many as 15 days from the due date of the bill for payment delivered by mts, where minimum 8 days have expired since the warning, provided that, when it comes to voice services, the services shall be suspended partially, and not completely, i.e. they shall be restricted, so that incoming traffic without roaming and calls toward emergency services are still allowed;
- if the customer whose voice services have been restricted for the reason stated in the previous line, so that his/her incoming traffic and calls toward emergency services were allowed during a period of 45 days of temporary partial suspension (restriction) of services, fails to settle his/her payment obligation until the expiry of the said period, in which case his/her services may be temporarily completely suspended on condition that the deadline of minimum 30 days from the date of adequate warning has expired;
- if the customer fails to offer security instruments for payment (deposit, etc.) in accordance with item 7.10 of the General Terms and fails to pay the advance;
- based on the legal Decision of the competent state authority.

4. Mts shall immediately connect the SIM card of the Customer after it receives evidence that the reasons for temporary disconnection have ceased, i.e. at the moment when mts establishes that the reasons for temporary disconnection have ceased. If the reason for temporary disconnection fails to cease in accordance with the certain deadlines established by these General Terms, mts shall retain the right to terminate the Contract, i.e. deactivate the SIM card.

5. During the period of temporary disconnection from the network i.e. the suspension of service provision the reason for which is the customer's fault, the subscriber shall continue to pay the monthly fee for the entire term of the Contract for the suspended service. The said reasons for temporary disconnection, i.e. suspension of service provision, shall apply regardless of whether they were caused by the subscriber or a third party which was allowed to do so through the service contracted by the subscriber, and regardless of the fact whether the third party acted with or without the subscriber's knowledge.

6. The Subscriber shall pay the fee according to the Price List against costs for a renewed activation of the suspended service, which is invoiced once the reason for the temporary service suspension has ceased and the service has been reactivated.

7. Mts, with the aim of protecting the interests of the subscriber and its own interest as the mobile service provider, shall retain the right to control the consumption and use of services.

8. Mts shall retain the right to establish the amount of daily, weekly and monthly consumption control, i.e. daily, weekly and monthly limit, and establish the cases in which the subscriber exceeds his/her rights in the use of services from the concluded contract. Mts shall adequately (by a telephone call or in another suitable manner) inform the subscriber about overconsumption, i.e. about exceeding his/her rights in the use of services, and about the subscriber's obligations arising therefrom. If the subscriber exceeds the said amounts of consumption, without providing an advance for the said consumption, the relevant service shall be temporarily suspended until the settlement of incurred obligations.

12. Term and termination of the Contract

1. The Contract may be terminated and the service provision may be discontinued at the request of the subscriber or at the request of mts, due to non-compliance with the articles of the Contract or the General Terms, and pursuant to the Decision of the relevant court, Decision of the Authority and the applicable laws.

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

- if the subscriber's address for the delivery of Mts bills and notifications is unknown even after the second attempt of delivery;
- if bankruptcy or liquidation proceedings have been instituted against the subscriber, and the requirements for such proceedings have been met according to the applicable regulations;
- due to the subscriber's death;
- in all the cases when the subscriber failed to observe the deadline or activities due to which the temporary suspension of services occurred, upon the expiry of the given deadline;
- if the subscriber fails to settle his/her due debts after as many as 75 days from the due date of the bill for payment delivered by mts, provided that the deadline of minimum 8 days from the warning before the permanent suspension of a service or services has expired;
- in other cases prescribed by the law and the applicable regulations;
- if mts loses authorization for the provision of the contracted service in the mobile network.

3. The Subscriber may cancel the Contract by notifying mts in writing or visiting an mts shop and signing a request for the cancellation of the Contract. The request for the cancellation of the Contract and service suspension must be delivered to mts not later than 30 days before the requested date when the Subscriber requires the service to be permanently suspended, where the Subscriber shall remain under the obligation to pay to mts the fees and the traffic generated for using the services in the period until the termination of the Contract.

4. In case the subscriber cancels the Contract or Mts terminates the Contract due to the subscriber's fault before the expiry of the mandatory term of the Contract, the subscriber shall pay the compensation of damage against early termination of the Contract.

5. In case of the subscriber's death, his heirs or members of his family shall within thirty (30) days from the subscriber's death inform mts in writing thereof. The heirs or family members of

the deceased subscriber may request the assignment of the subscriber contract in accordance with the General Terms. The heirs of the deceased subscriber shall be responsible for all debts incurred until the date of delivering to mts a written notification about the subscriber's death, in accordance with the applicable regulations.

6. The Subscriber against whom bankruptcy or liquidation proceedings have been initiated, shall inform mts in writing about the launching of such proceedings within thirty (30) days from the date of their launching. The subscriber against whom bankruptcy or liquidation proceedings have been initiated shall pay all its debts to mts, incurred until the date of termination of the Contract.

7. Mts has the right, in cases when the subscriber fails to comply with the obligations from the contractual relationship, to unilaterally cancel the Contract, i.e. to permanently suspend the provision of one, several or all services, with prior notification. In cases when a competent authority is authorized, in accordance with the law, to control illicit content or other misuse, the measures of permanent service suspension may be undertaken after establishing such misuse by the competent authority.

8. Mts is not under the obligation to account for and/or compensate possible damage incurred due to permanent service suspension, unless it is envisaged otherwise by the Contract or the General Terms.

9. The reasons for the cancellation of the Contract i.e. permanent suspension of service provision shall be binding regardless of who has caused them, the subscriber or a third party, with or without the Subscriber's knowledge.

10. The legal consequences of Contract termination shall be effective as of the date when Mts performed permanent disconnection, which the subscriber will be adequately informed about.

13. Assignment of the Contract and Succession in Interest

1. The Contract may be assigned to another legal or physical entity, provided that the new subscriber continues to use the Mobile Services of mts, with the same SIM card and line numbering. The Contract can be assigned on condition that all the due obligations against the use of services for which the contract was concluded have been settled.

2. The rights and obligations under the Contract may be assigned with prior written notification of Mts and with the payment of a fee envisaged by the Price List.

3. In case of the subscriber's death, the assignment of the rights and obligations from the Contract may be requested by the heirs, family members, or if there are more persons involved, the persons designated by the heirs or family members.

4. After the assignment of the Contract, the previous subscriber shall remain responsible for the obligations incurred until the moment of assignment, while the new Subscriber shall become responsible for the obligations incurred after the moment of assignment.

14. Information and Support to Customers

1. The Customer agrees that mts has the right to directly deliver notifications about the service offers of mts and the services that mts has developed with its partners, so that it provides these services jointly with a partner and provides support to the provision of partner services through the mobile network. The Customer has the right to request the suspension of further delivery of the said messages via SMS, the USSD code, by calling the Contact Center number or at an mts shop.

2. Mts shall on its webpage, via SMS messages and other communication channels inform the Customers about the important issues related to service provision, such as: the amount of the

bill, outstanding debts, 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 item 1 of this paragraph.

3. The Customers can obtain notifications related to the mts offer, the Price Lists of the services and the manner of their use on the web page of mts www.mtsdoo.com, customers can obtain such information by calling the Contact Center number 19933, through the e-mail address: info@mtsdoonet.net, at the shops and other points of sale of mts. The Customers can ask for support related to the use of services through the same numbers and/or the mts web page.

4. Information about service quality parameters can be obtained at mts shops and on the mts web page www.mtsdoo.com.

5. Unless it is otherwise envisaged by other provisions of the General Terms or provisions of the Contract, the Customers can deliver to mts all notifications and requests related to the use of the service and the implementation of the Contract, including the reports of unsolicited and harmful messages, by delivering them to the addresses or calling the numbers set out in paragraph 3 of this item, or obtain information through them about the manner of delivering certain type of requests.

15. Rules on the compensation of damage to the subscriber

1. The Subscriber shall submit in writing a request for the compensation of damage in case of non-compliance with an obligation or delay in the fulfillment of an obligation by mts, at the address indicated on the bill. The subscriber shall submit a request for the compensation of damage within 2 months from the date when the damage was incurred.

2. If the subscriber's request is adopted, the damage shall be paid by reducing the subscriber's debt on the bill every month until the total amount of the damage is paid. The damage can be paid in another manner if the subscriber so requires, and mts agrees, or if otherwise is required by court.

3. The Subscriber shall not be entitled to the compensation of damage:

- if someone other than mts is the cause of damage;
- in other cases in which mts is released from responsibility under the provisions of the General Terms

4. Within the legally prescribed limits, mts shall not be responsible for an indirect loss, lost profit, or loss of data, or for the damage caused by any illegal use of services or the violation of contractual obligations by the subscriber or third parties who have been allowed to do so by the subscriber's use of services.

16. Resolution of disputes

1. Mts and the Customer shall attempt to amicably resolve all disputes. The disputes that cannot be resolved amicably shall be resolved before a competent court.

17. Final provisions

1. The General Terms shall come into force and apply to all Customers of mts on the date of publishing the same, and shall thus apply to all the active Contracts concluded before the date of publishing.

2. The General Terms of service provision in the public mobile network of Telekom Srbija, published on 6 July 2015 with amendment published on 5 January 2016, shall cease to apply for mts customers as of the effective date and the beginning of application of the General Terms.

