

PRINCIPAL CONDITIONS
FOR PROVIDING ELECTRONIC COMMUNICATION AND
OTHER RELATED SERVICES TO THE SUBSCRIBERS BY "GNC-ALFA" CJSC

12.09.2013

1. General Provisions

These Principal Conditions for Providing Services stipulate the procedure and conditions on providing electronic communication and other related services by "GNC-ALFA" closed joint-stock company.

These Conditions shall be deemed as public offer for the conclusion of every Subscription Service Agreement.

2. Definitions

In addition to other definitions used in these Conditions, the meanings of which are provided for by these Conditions, the below definitions shall have the following meanings in these Conditions.

Conditions – These Principal Conditions for providing electronic communication and other related services by "GNC-ALFA" closed joint-stock company which are the Operator's public offer for entering into a Subscription Agreement with the Subscriber.

Operator – "GNC-ALFA" closed joint-stock company.

License - License N.0494 on public electronic communication network on the territory of the Republic of Armenia granted to «GNC-ALFA» closed joint-stock company for the operation of the public electronic communication network on the territory of the Republic of Armenia by virtue of Decision N. 686 passed on December 10, 2008 by the Committee on Public Services Regulation of the Republic of Armenia

Operator's network (Network) – A communication system owned by "GNC-ALFA" closed joint-stock company and in certain cases also switch-on and switch-off devices or transmission equipments and other resources which enable to transmit signals via cables, radio, optical or other electric-magnetic devices including satellite network, fixed network and mobile communication earth-based network, electrical power linear systems in such a manner so that they are to be utilized for the transmission of signals regardless of the type of the transmitted information.

Service or Services - Public electronic communication, electronic communication network (network operation) and other related services provided by the Operator as a unified service package provided as one service, as well as Services jointly provided by the Operator and the third person indicated by the Operator.

Joint services – services provided to the Subscribers jointly by the Operator and the third persons indicated by the Operator.

Television and radio transmission/retransmission service provider – «Hybrid Solutions» limited liability company, registered on September 22, 2010, Reg.N. 286.110.07695, Certificate 03A 089435, TIN: 02709727, located at 48 Mamikonyants, Subsidiary Building 1, Floor 5, Room 5, Yerevan city, business address at 48 Mamikonyants, Subsidiary Building 1, Floor 5, Room 5, Yerevan city.

Call Center - a service due to which the Subscriber by dialing +374060 46 46 46 can get information about the services provided by the Operator.

Official Website - The official website of the Operator shall be **www.rtarmenia.am, www.rostelecomarmenia.am, www.tvrt.am:**

Subscriber - any individual who has entered into a Subscription Agreement (accepted this public offer) in the procedure stipulated by these Conditions.

Subscription Agreement - contract regarding the service provision signed between the Operator and the Subscriber as per these Conditions.

Application – Application signed by the Subscriber and filed with the Operator in compliance with the conditions together with the required documents on the basis of which the Subscriber entered into a Subscription Agreement (accepted the Operator’s public offer) for using the services. The Application is regarded as a written consent of the Subscriber regarding the acceptance of the conditions in full which is deemed to be a public offer.

Required documents – documents provided along with the application by the individual wishing to become a Subscriber for the conclusion of the Subscription Agreement, as well as documents provided when requesting the Operator to carry out certain actions.

Device – a device granted by the Operator to the Subscriber along with its accessories and cable on the right of use basis due to which the Subscriber will be able to make use of the Operator’s services.

Technical capabilities – Possibility of connectivity of a Subscriber to the Operator’s telecommunication substructures for the provision of electronic communication.

Network coverage – Geographical area (place), where the services provided by the Operator are technically accessible.

Accounting period – a month, during which the given services have been provided.

Network connections - Connection to telecommunication connection substructures via cable and/or radio transmission method for providing electronic telecommunication.

Subscriber’s location – a location where the Subscriber is willing to receive such services

Billing system – Automated system for bill keeping which records the services provided to the Subscriber, the payment obtained as a result of calculation, charges, debts and presentation of the total results.

Personal account – Analytical account maintained within the billing system which is used for the registration of the types, volumes, costs of the services provided to the Subscriber or the charges in respect thereof.

Application ID – A combination of letters and/or digits used for the identification of the Subscriber and the access to his/her personal account and for making payments.

Password – A combination of letters and/or digits used for the identification of the Subscriber.

Sales and Service Center – A specialized center designed for Sales and Subscribers' Service determined by the Operator.

Tariff plan/package – Services with certain features selected by the Subscriber and its name, peculiarities, terms of provision, tariffs, details and other information are available at Operator's Sales and Service Centers and published in the Operator's official website.

Telephone number – a telephone provided for the identification of the Subscriber within the fixed telephone network out of the Operator's number resources,

“day”, “month”, “year” – the meaning is stipulated by the Civil Code of the Republic of Armenia.

Party - Party to the Subscription Agreement indicated separately.

Parties – Parties to the Subscription Agreement indicated jointly.

“The Legislation of the Republic of Armenia” means the Legislation of the Republic of Armenia applicable to the fact in dispute (hereinafter referred to as “RA Legislation“)

Headings – All the headings used in these Conditions are intended for reading conveniences only and cannot affect the interpretation of these Conditions.

3. Subscription Agreement

3.1 These Conditions shall be deemed the Operator's public offer for the services provided which upon the acceptance thereof by the individual wishing to become a Subscriber shall be deemed a binding legal contract (hereinafter referred to as “Subscription Agreement“) signed between the Subscriber and the Operator.

3.2 The Subscription Agreement shall be accepted in the form and procedures stipulated by these Conditions by providing the signed application to the Operator.

The Subscription Agreement shall be composed of the Application, as well as these Conditions available in the Sales and Service Centers and/or official website, tariff plan/package, other service terms.

3.3 A Subscriber can also accept this public offer in an electronic form. The procedure, terms and peculiarities of online subscription shall be determined by the Operator and published at the official website and produced to the Sales and Service Centers.

3.4 In case of any misinterpretation or any conflict between the aforementioned norms and documents, the provision of the respective documents shall be applied in the following order: 1) Application, 2) these Conditions 3) other service terms not envisaged by these Conditions available at the Operator's Sales and Service Centers and Official Website.

3.5 The Subscription Agreement shall be valid upon the submission of the Application.

3.6 The Subscription Agreement shall be signed for an indefinite period of time.

3.7 A Subscriber shall not resale the services received from the Operator to other individuals or use such services for providing electronic communication and other related services.

3.8 A Subscriber undertakes to comply with the requirements of these Conditions and other service terms not envisaged by these Conditions available at Operator's Sales and Service Centers and/or Official Website and observe their amendments.

3.9 The Operator's advertisement or presentation of the services in other forms shall be an invitation for the acceptance of the public offer to subscribe to the services and entering into a Subscription Agreement as per these Conditions and any tariff plan/package terms.

3.10 The matters not regulated by the Application, these Conditions, as well as other terms available in the Operator's Sales and Service Center and/or the Official Website shall be regulated by the Legislation of the Republic of Armenia.

3.11 To make use of joint services, by filing an application and entering into a Subscription Agreement, the Subscriber shall also unconditionally accept the terms of providing services to a third party indicated by the Operator for the provision of the joint services.

4. Required documents

4.1 For signing a Subscription Agreement, an individual wishing to become a Subscriber ought to submit the following documents along with the application:

1. A natural person shall submit the following:

- an identity document stipulated by the Legislation of the Republic of Armenia
- a power of attorney attested by a notary public and an identity document of an authorized person if the application is to be filed by the given authorized person
- a copy of the document certifying the right of the Subscriber in respect of his/her location in which the Device is to be installed and the services are to be provided, if requested by the Operator.

2. A legal entity shall submit the following:

- a copy of the state registration certificate bearing the seal of the legal entity (if any) or the signature of the authorized person
- tax payer identification number (if not indicated in the state registration certificate),
- authorizations of a third person acting in the name of the legal entity and identity documents,
- a copy of the document certifying the Subscriber's right in respect of his/her location in which the Device is to be installed and the services are to be provided, if requested by the Operator.

3. A private entrepreneur shall submit the following:

- a copy of the state registration certificate bearing his/her seal (if any) or the signature of the authorized person
- tax payer identification number (if not indicated in the state registration certificate),

- identity document of a private entrepreneur or the authorization of a third person acting in his/her name and an identity document,

- a copy of the document certifying the Subscriber's right in respect of his/her location in which the Device is to be installed and the services are to be provided, if requested by the Operator.

4.2 To request certain operation (operations) to be carried out by the Operator, the Subscriber ought to submit the following:

1. A natural person shall submit the following:

- an identity document stipulated by the Legislation of the Republic of Armenia

- a power of attorney attested by a notary public and an identity document of an authorized person if the application is to be filed by the given authorized person

2. A legal entity shall submit the following:

- authorizations of a third person acting in the name of the legal entity and identity documents,

- a copy of the document certifying the Subscriber's right in respect of his/her location in which the Device is to be installed and the services are to be provided, if requested by the Operator.

3. A private entrepreneur shall submit the following:

- identity document of a private entrepreneur or the authorization of a third person acting in his/her name and an identity document,

4.3 In case of changes in the data certified by the documents by the Subscriber to the Operator, the Subscriber shall inform the Operator thereof within 30 (thirty) days' time and submit documents certifying new data.

4.4 Where appropriate, at the request of the Operator the Subscriber and/or his/her authorized person shall also submit other documents required by the Operator.

5. Service Provision Procedure and Subscription

5.1 In signing a Subscription Contract, the Subscriber shall file an application with the Operator for providing him/her with appropriate services by indicating in the application the list of the desired services and tariff plans/packages.

5.2 Along with the application, the Subscriber shall submit the respective required documents:

5.3 The application form and contents shall be determined by the Operator.

5.4 The application shall be signed by the Subscriber or his/her authorized person.

5.5 The Subscriber can submit an application with the Operator's Sales and Service Center or complete an online form at its official website.

5.6 By submitting an application, the Subscriber shall indicate the tariff plan/package as approved by the Operator and the terms for services he/she desires to make use of.

5.7 The Operator shall be entitled to reject the provision of services to the Subscriber if such rejection is caused by the lack of the Operator's technical capabilities including the cases when the geographical area of the service provision indicated in the Application is outside the borders of the Operator's geographical area or requires unsubstantiated expenses as well as in cases when the Subscriber has failed to submit the documents.

5.8 The Operator shall notify the Subscriber about such rejection within 7 (seven) days' time. The Operator shall notify the Subscriber about the rejection via telephone or e-mail as preliminary mentioned by the Subscriber in the Application or in writing. Notification about the rejection made in writing shall be delivered by the Operator to the Subscriber at its Sales and Service Center or post to the address indicated by the Subscriber in the application.

Upon the submission of the notification about the rejection, the Subscription Agreement shall be deemed terminated.

5.9 The provision of the services by the Operation requires the installation of the Device at the Subscriber's location. In case of the availability of technical capabilities and meeting of the requirements of this Conditions, the Operator shall have to install the respective Device at the Subscriber's location within 10 (ten) days upon the submission of the application and required the documents to the Operator.

5.10 In the event the Subscriber has a device conforming to the Operator's requirements based on which the Operator's specialist will be able to make use of the services provided by the Operation, then at the wish of the Subscriber, in case of the technical capabilities and meeting the requirements of these Conditions by the Subscriber, the Operator shall have to connect the Subscribers' device to the network by ensuring respective network connections within 10 (ten) days upon the submission of the application and required the documents by the Subscriber to the Operator.

5.11 In the event the Subscriber fails to request in writing these Conditions and other certain documents which the Subscriber can get acquainted with and obtain from the official website, the paper versions thereof shall not be granted.

5.12 The Subscriber shall be entitled to alter the list of the desired services, tariff plans/packages as determined by the Operator by filing a respective application and required documents provided that at the time of the submission of such a request, the Subscriber has no outstanding debt towards the Operator.

5.13 Upon the expiration of the validity period of the Subscription Contract, the Subscriber ought to return the devices granted by the Operator within 7 (seven) days.

5.14 To provide a fixed telephone service, the Operator shall provide a telephone number to the Subscriber out of its number resources for the identification of the Subscriber within the fixed telephone communication.

5.15 The Operator shall have the right to change the Subscriber's telephone number by giving him/her a prior notification in view of technical needs or in cases envisaged by RA Legislation.

6. Terms for using a Device

6.1 In the event the Device is granted to the Subscriber by the Operator for the provisions of the service, the ownership right of the Device shall pertain to the Operator, whereas the Subscriber shall acquire the right of use for the Device. The Subscriber shall not be entitled to transfer the Device or the right of its use to other third persons. The Subscriber ought to use the Device only in accordance with the purposes and procedure indicated in the Application and these Conditions. The Device and the cable intended for its installation, as well as the technical facilities shall be granted to the Subscriber by virtue of Delivery and Acceptance Act.

6.2 the Subscriber shall ensure the protection of the Device by undertaking necessary measures to use the Device in compliance with the requirements for the Device made by the Operator, manufacturer and otherwise and the rules of operation.

6.3 The Subscriber shall be held liable for any damage caused to the Device or loss thereof which occur through the fault of the Subscriber or by him/her as a result of failure to undertake any actions regarding the protection of the Device.

6.4 The Operator shall publish the information about the technical conditions of the Device at its official website.

6.5 The Subscriber shall not use the given Device incompatible with other devices (equipments) or in any other manner which can affect the safe and uninterrupted operation of the Operator's network and/or equipments.

6.6 The installation, arrangement, transportation/movement and dismantling of the Device shall be carried out by the Operator's specialists.

6.7 The Subscriber shall not have the right to dismantle, transport/move the Device without a written permission of the Operator and shall have to use the Device only in the areas in which it is installed and arranged by the Operator's specialists.

6.8 Upon the expiration of the Subscription Agreement, the Subscriber shall allow the Operator's specialist to dismantle the Device, the accessories of the device and the cable intended for the installation of the device within 7 (seven) days.

Upon the expiration (termination) of the Subscription Agreement, the Subscriber shall return the Device in good condition, in consideration of its natural wear.

6.9 The Operator shall have the right to require a connection fee from the Subscriber for conducting network connections at the Subscriber's location.

6.10. The Operator shall be entitled to determine and apply special terms or limitations over the device granted by itself on a right of use basis.

6.11 The Operator shall not be held liable for the damage caused to the Subscriber through the device granted by itself, if it is caused due to improper use of the Device by the Subscriber.

6.12 In the event of loss or theft of the granted device, the Subscriber shall give a prompt written notice thereof to the Operator.

6.13 The Subscriber shall be held liable for any use of the services granted to the third persons through the device granted to him/her, as well as for improper use of the devices granted to the Subscriber to the third

persons. In this case, prior to proper notification of the loss or theft of the Device to the Operator, the Subscriber shall be the user of the given Device.

6.14 In the event the Operator is duly informed by the Subscriber of the loss or theft of the Device, the Operator shall have to suspend or terminate the provision of services after a request for the suspension or termination of the services is made by the Subscriber.

6.15 The Subscriber shall not have the right to use the Device along with other devices which are not designed for such use or otherwise use the Device which can damage the Device, the Network or otherwise affect the operation of the Device and/or the Network.

6.16 The Device granted to the Subscriber by the operation, as well as its accessories and spare parts and/or any alterations, improvements made thereto by the Operator and the results of the repair works shall be the ownership of the Operator and the Subscriber cannot transfer or grant on lease or modify them in any way.

6.17 The Device shall be handed to the Subscriber and taken back from the Subscriber on basis of a Delivery and Acceptance Acts drawn up between the Parties which is deemed an integral part of the Subscription Agreement.

6.18 The risk for improper use, accidental loss, damage or theft of the Device shall pass on to the Subscriber after signing of the Delivery and Acceptance Act.

6.19 In the event of loss, theft or damage to the Device, the Subscriber may request a new device only after he or she pays compensation for the old device.

6.20 The Operator undertakes to replace the Device granted to the Subscriber with a new one on free of charge basis if the Operator has detected manufacturing defects of the old device.

6.21 After the Operator requests back the Device (even in the event of temporary return of the device), the Subscriber undertakes to promptly cease using the device and allow the Operator's specialists to disassemble the device, its accessories and the cable designed for the installation of the device within maximum 7 (seven) days.

7. Service description

7.1 The Operator shall provide services for public electronic communication, electronic communication network (network operation) and other related services in the Republic of Armenia. the Operator shall be authorized and shall act under the trademark of "ROSTELECOM", «РОСТЕЛЕКОМ» «ՌՌՍՏԵԼԵԿՈՄ» open joint-stock company.

7.2 The service description, tariffs, terms and rules applicable to the services shall be defined by the Operator. The Operator can provide a unified package of services as one service.

7.3 The peculiarities, nature, type, description of the services provided by the Operator and the tariff plans/packages, as well as the tariffs applicable thereto, discount and other offers and other information are detailed at the Sales and Service Centers and the official website.

7.4 The services shall be provided within the technical capabilities of the Operator's network.

7.5 The services if determined by the Operator can be provided by the Operator in conjunction with the third persons indicated by the Operator.

7.6 Below are the services provided by the Operator:

- **Broadband Internet** - Connection of the Device or Subscriber's Device to the Network installed by the Operator at the Subscriber's location via which the Subscriber will have an access to the Internet without control over the information content transmitted by the Operator.

- **Fixed telephone communication** – Connection of the Device or Subscriber's Device to the fixed telephone communication subscription network installed by the Operator at the Subscriber's location, transmission of voice signals via the Internet and/or telephone network on the local (VoIP), inter-city and international level without any control over the information contents transmitted by the Operator.

7.7 Below are the services provided by the Operator in conjunction with the third persons indicated by itself:

- **IP TV** - connection of the Device or Subscriber's Device to the Network installed by the Operator at the Subscriber's location for the purpose of providing transmission or retransmission services during which the data are transmitted through Internet Protocol data transmission network. The service is provided in conjunction with the service provider of television and radio transmission/retransmission.

7.8 The Services shall be provided via connecting the device granted to the Subscriber on right of use basis which conforms to the technical conditions of the Device or the Subscriber's device to the network.

7.9 The services shall be provided on prepaid or postpaid basis.

7.10 The services shall be provided within the Republic of Armenia.

7.11 By becoming a party to the Subscription Contract, the Subscriber shall give his/her consent via the mobile network of the Operator, whose Subscriber he/she is, so as to receive commercial, advertising and/or other messages about the services provided by the Operator. Should the Subscriber refuse to receive the same, he/she ought to give a written notification to the Operator.

7.12 The Subscriber shall agree to receive advertisements via the Operator's network. In the event of rejection thereof, the Subscriber ought to give a written notification to the Operator.

7.13 Subscribers who are legal entities shall be held accountable before the Operator for their employees in the event the said employees are the Subscribers within the corporate package of the Subscribers who are legal entities.

8. Service provision procedure (mode)

8.1 If nothing otherwise is envisaged hereby, the Operator shall provide the Services on 7/24 (seven days per day, twenty-four hours/day) basis without interruptions.

8.2 The Operator shall provide services in compliance with the Legislation of the Republic of Armenia and the licenses and permits granted to the Operator.

8.3 The Operator shall be obligated to undertake certain necessary measures to ensure the uninterrupted functioning of the Services.

Nonetheless, the Subscriber hereby agrees that the service provision and its quality depend not only on the Operator, but also on the circumstances beyond the control of the Operator for which the Operator is not responsible.

8.4 The quality and volume of the services provided cannot be limited by the Operator according to other rules determined by these Conditions and the Operator.

8.5 Provision of services can be temporary limited or suspended due to repair and/or technical service works about which, if possible, the Operator shall notify its subscribers by making public announcements.

8.6 The provision of the services can be suspended or the quality of the services can be deteriorated in case of technical interruptions. The Operator shall undertake all the necessary measures to eliminate such technical interruptions within reasonable time.

8.7 After posting information in the official website or providing notification to the Subscriber in any acceptable manner about the repair, extension, reinforcement and/or prophylactic operations of the network, the Operator shall be entitled to temporarily suspend the provision of services.

But in such cases temporary suspension of service provision cannot last more than 24 (twenty-four) hours within 1 (one) calendar month.

8.8 In case the service provision mode is violated by the circumstances contradicting the circumstance as indicated in Clause 8.7 of these Conditions, the Subscriber shall keep the Operator notified of such failures or defects by contacting the Call Center or applying in writing to the Operator's Sales and Service Center.

In such a case the Operator shall be obliged to eliminate such defects within the reasonable time upon the conveyance of the information about such failures or defects made by the Subscriber.

8.9 In any case for the purpose of the elimination of the defects in regard to the provision of services, the Subscriber ought to allow the Operator's representative to work on the Network, Device, other equipments, border-crossing points, wires and terminal devices connected to the Network, Device, Telephone or Internet network.

8.10 All the costs regarding the elimination of the defects of the service provision shall be borne by the Subscriber if such defects occur through the fault of the Subscriber.

9. Verifications, rights and duties of the parties

9.1 In signing a Subscription Agreement the parties confirm and assure that

- they have all the authorizations and powers required for the conclusion of the Subscription Agreement and fulfillment of its terms and provisions,
- the Subscription Agreement shall be deemed properly signed and binding upon the parties,
- all the required legal acts have been properly carried out which will entitle the parties to exercise rights and duties as stipulated by the agreement.

9.2 In execution of the provisions of the Subscription Agreement, the Operator undertakes

9.2.1 to grant the device to the Subscriber and make respective network connections with a view to making use of the services

9.2.2 in the prescribed manner provide the Subscriber accurate information about the Operator's network accessibility, technical capabilities, the peculiarities, features of the services provided for by the tariff plan/package, service terms, the volume of the services provided and the personal account balance.

9.2.3 ensure the use of the services by the Subscriber within the technical capabilities.

9.2.4 undertake all the necessary measures to ensure the proper quality of the services provided by itself.

9.2.5 grant the public an access to the information required for the use of the services provided.

9.2.6 provide the Subscriber with the service decoding at his/her written request in the prescribed manner for which the Operator can charge service fees in the prescribed manner.

9. The Operator shall be entitled to:

9.3.1 determine on its own and occasionally change these Conditions, the list of the services, tariff plans/packages, the terms, rules and tariffs of service terms thereof.

9.3.2 Limitations shall be applied to the volume of services in consideration of the technical needs.

9.3.3 to require a separate fee from the Subscriber for additional services.

9.3.4 unilaterally waive the execution of the Subscription Agreement without any prior notice by suspending the provision the services in case the Subscriber fails to pay for the services provided by Day 20 (twenty) of the month following the accounting month or violates other provisions of the Subscription Agreement. In addition, the Subscription Agreement shall be deemed terminated after all the liabilities, including the debt repayment liabilities towards the Operator are duly fulfilled by the Subscriber on basis of the Subscription Agreement and after the Device is properly handed to the Operator on basis of a Delivery and Acceptance Act.

9.3.5 unilaterally waive the execution of the Subscription Agreement and disassemble the cables and the devices installed by itself in the event the Subscriber violates the terms and provisions of the Subscription Agreement.

9.3.6 request connection fees for carrying out network connections at the Subscriber's location by preliminary agreeing with him/her. The connection fee can be charged from the Subscriber in the event the quantity of the materials used by the Operator and the volume of the works done exceed the standards determined by the Operator.

9.3.7 apply liability measures provided for by the Legislation of the Republic of Armenia in the event the Subscriber violates the terms of the Subscription Agreement.

9.4 In execution of the provisions of the Subscription Agreement the Subscriber undertakes:

9.4.1 comply with the requirements of these Conditions and the rules determined and published by the Operator and observe their process.

9.4.2 pay for the services provided in the procedure prescribed by the Operator and make a security deposit payment or advance payment if envisaged by the Operator.

9.4.3 make use of the services in compliance with the Legislation of the Republic of Armenia, Subscription Agreement, other rules and requirements provided for by the Operator without violating the rights of third persons.

9.4.4 refrain from using the services provided by the Operator in any other manner contradicting these Conditions.

9.4.5 not to use the services provided for the provision of similar services to other persons, not to resell the services or grant them to other persons on any right basis.

9.4.6 not to transfer the rights and liabilities assumed under the Subscription Agreement to other persons without a prior consent of the Operator.

9.4.7 not to use the device with other devices which are not designed for such use or use the device in any other manner which can damage the device, network or otherwise affect the operation of the device and/or network.

9.4.8 keep the Device granted by the Operator in proper and good condition, treat the device with care and refrain from using the device improperly.

9.4.9 not to move the Device without the Operator's permission and use the Device at the location in which it has been installed and arranged by the Operator's specialists.

9.4.10 allow the Operator's specialists to disassemble device, the accessories of the Device and the cable designed for the installation of the device and return the device to the Operator in good condition in consideration of natural wear within 7 (seven) days in the event of termination of the Subscription Agreement, regardless the reasons for the termination thereof.

9.4.11 keep the Operator notified of any nonconformities detected by the Operator in the bills produced within 5 (five) days upon the end of the accounting month and dispute such a bill. Upon the expiration of the aforementioned period the Subscriber can no longer dispute the bill produced by the Operator for the accounting period.

9.4.12 give a prompt notice to the Operator about the loss or theft of the Device by producing the Operator the rights in respect of the Device and the identity documents of the Subscriber (authorized person).

9.5 The Subscriber shall be entitled to:

9.5.1 receive services, as well as information about the services offered, tariff plans/packages applied, the type, volume, costs of the services provided, charged amounts and current balance of the personal account within the technical capabilities.

9.5.2 modify the list of services and tariff plans/packages in conformity with the procedure determined by the Operator.

9.5.3 receive the service decoding provided in conformity with the procedure determined by the Operator. In addition, the Subscriber can receive the decoding of fixed telephone communication incoming calls only in the procedure and cases stipulated by the Legislation of the Republic of Armenia.

9.5.4 waive receiving advertisements and/or information messages spread by the Operator via the network in cases provided for by the Legislation of the Republic of Armenia or the rules defined by the Operator, as well as within the technical capabilities.

9.5.5 unilaterally waive the execution of the Subscription Agreement by giving a written notice thereof to the Operator and paying for the services provided prior to the termination of the Subscription Agreement, as well as other fees (penalties, fines, smart-moneys), if any, determined by the Operator for the unilateral termination of the Subscription Agreement.

10. Service cost and payment procedure

10.1 The information regarding the type, cost and description of the services are available at the Operator's official website and Sales and Service Centers.

10.2 The tariffs determined by the Operator for the tariff plan/package selected by the Subscriber shall applied to the services, which are published at the official website of the Operator and presented at the Operator's Sales and Service Centers.

10.3 Depending on the tariff plan/package, service fees ought to be made on prepaid or postpaid basis. A security deposit or another security may also be required.

10.4 In case of paying for the services on prepaid basis, if nothing otherwise is envisaged by the Operator, the services shall be provided within the funds available in the personal account and the periods determined by the Operator.

10.5 In case of paying for the services on prepaid basis, the sums corresponding to the service shall be directly decreased out of the personal account balance and the Operator shall allow the Subscriber to check the personal account balance via e-mail or another means.

10.6 The Subscriber shall make an advance payment within the periods provided for by the tariff plan/package.

10.7 To facilitate the process of receiving prepayments, the Operator may issue prepaid (recharging) cards or allow other modes of payment.

10.8 Prepayments shall not be returned, except for the cases when the provision of the services is impossible.

10.9 The Operator can at its discretion provide services to the Subscriber on postpaid basis and in case of using such services, the Subscriber shall pay the fees calculated for the services provided within the stipulated period.

10.10 The Operator shall have the right to unilaterally modify the costs for the provision of the services, as well as tariff plans/packages. The Operator shall have to publish information at its official website and Sales and Service Centers about the increase in costs not later than 30 (thirty) days prior to such increase and not later than 1 (one) days prior to the decrease thereof or inform the Subscriber in any other manner acceptable by the Operator and/or through the posting of an announcement about such information in at least one newspaper of the Republic of Armenia having 3000 (three) circulations.

10.11 The type, volume and cost of the services provided shall be determined via Billing system.

10.12 The Operator shall provide information about the size of amount payable for the services provided to the Subscribers to be available at its Sales and Service Centers, personal windows of the Subscribers of its official website, as well as its official website till the Day 5 (five) following the accounting period. In case it is specifically mentioned by the Subscriber in the application, the bill for the services can be submitted in writing in the form of invoice.

10.13 The calculation of the Operator's billing system shall serve as a basis for the amount payable on monthly basis for the Services provided to the Subscriber, on the basis of which an invoice or another settlement document can be granted.

10.14 The Subscriber ought to independently clarify the payable amount and pay the amount for the accounting period calculated by the Operator till Day 20 of the month following the accounting period regardless of the circumstance whether the Subscriber has used the Services or not during the given month. Cash payments are to be effected to the bank account indicated by the Operator in the official website or online via electronic payment systems or through the Operator's agents. Information about the Operator's agents through whom the Subscriber can effect noncash payment shall be published in the official website.

10.15 The bills shall be delivered to the Subscriber either by post or e-mail if envisaged by the tariff plan or requested by the Subscriber.

10.16 The Operator can require advance payment, cash deposit or bank guarantee and/or connection fee of the provision of certain types of services.

10.17 The Subscriber is to check and give a written notification to the Operator about any unconformity with regard to monthly bill prior to the payment for the provided services. By paying for the provided services, the Subscriber hereby confirms that the bill submitted by the Operator shall not be disputed.

10.18 The Operator shall not be obligated to preserve the information about the Subscriber's bill and the provided services for more than 1 (one) year after which the Operator can reject granting any information about the Subscriber's bill and the provided services.

10.19 The payment liabilities of the Subscriber shall be deemed fulfilled upon crediting of the payable amount to the Operator's bank account or the entry thereof in the cash-register.

Bank payments, as well as payments made through the Operator's agents shall be reflected in the Operator's billing system till the end of the business day following the payment day.

Any individual paying in favour of the Subscriber shall be authorized by the Subscriber to make payments and shall act for and on behalf of the latter for the exercise of such authorization,

10.20 Only on basis of the Subscriber's application, the Operator shall be authorized to make corrections within incorrect payments including the transference of incorrect payment from the Subscriber's account to the exact addressee. The Operator shall not be held liable for the damages incurred by the Subscriber as a result thereof.

10.21 In view of the technical peculiarities, the amounts charged from the Subscriber for certain types of services can be reflected out-of-time in personal accounts.

10.22 The Operator shall be entitled to use the security deposit amount paid by the Subscriber for the repayment of the Subscriber's overdue debts.

10.23 If nothing otherwise is envisaged by the service description, then in case of more than one service subscription (in the event the services are not provided in termination of the package within one tariff plan, but are provided within one personal account), the payments made by the Subscriber shall be directed at the repayment of the payments calculated against the services in the following order of priority:

1. In the first place, fixed telephone communication service fees are to be repaid.
2. After the first point is met, the positive balance of the amount paid shall be directed at the payment for IP TV service.
3. After the second point is met, the positive balance of the amount paid shall be directed at the payment of broadband internet services.
4. After the third point is met, the positive balance of the amount paid shall be directed at the replenishment of the balances of the services in the following order of priority:
 - 50% of the positive balance – the balance of the fixed telephone communication service
 - 30% of the positive balance – the balance of IP TV service
 - 20% of the positive balance – the balance of the broadband internet service

10.24 If nothing otherwise is envisaged by the service description, then the crediting of the service fees provided in termination of the package within one tariff plan shall be carried out within one personal account (balance), and the Operator shall not keep separate subbalances with regard to each service included in the package. The Subscriber shall not be afforded an opportunity to make separate payment with regard thereto.

11. Suspension, Termination of Service Provision and Termination of the Subscription Contract

11.1 The Operator shall have the right to give a prior notice to the Subscriber about a unilateral suspension or termination of the services provided to the Subscriber, as well as about the disassembly of its cable and the device in the event the latter does not pay till the deadline of payment for the services. The Operator can charge fees for the reactivation of the suspended services or reinstallation of the disassembled cables and device and their reconnection to the Operator's network. In any case suspension of the provided services or the reinstallation of the disassembled cables and/or Device, and the disassembly of the cables does not release the Subscriber from his/her liabilities to pay the debt-remaining fee (amount) to the Operator.

11.2 In the event of presence of any technical capabilities on the Operator's side for the period of suspension of the provision of fixed telephone service, the Subscriber can make external calls only to emergency call centers, police, ambulance, fire-brigade and rescue service centers.

11.3 The Operator shall have the right to suspend the rendering of services also in cases when,

11.3.1 the Subscriber has connected uncertified or terminal devices or equipments to the Operator's network which are not in conformity with the technical conditions determined by the Operator.

11.3.2 the Subscriber has connected terminal equipments to the Operator's network which are not compatible or interfere with the functioning of the Operator's network or others' possibility to make use of public electronic communication services, or

11.3.3 restriction and suspension are required for the installation, repair, replacement or maintenance of the equipments or Network, line substructures or

11.3.4 the Subscriber violates these Conditions or

11.3.5 the Operator detects that the Subscriber has produced inaccurate data when applying for the services.

11.4 Prior to the suspension of the service provision, the Operator shall notify the Subscriber either via telephone or e-mail or otherwise in writing by indicating the reasons for suspension.

11.5 The Subscriber shall be entitled to submit a written application to the Operator about the free of charge suspension of the service provision for the period from 10 (ten) till 60 (sixty) days at least 1 (one) day prior to the suspension determined by the Operator by stating the exact period for the suspension of the service provision and paying for the services rendered till that day. The Subscriber shall have the right to file a written application to the Operator with regard to the suspension of the services maximum twice a year. Moreover, the monetary duration of the suspension periods shall not exceed 60 (sixty) days. Should the Subscriber desire to suspend the services for the period of more than 60 (sixty) days, then the Operator shall reserve a right to charge fees for the given services. After the expiry of the period for temporary suspension of the services as indicated in the application by the Subscriber, the services rendered to the Subscriber shall automatically be resumed.

11.6 Upon the expiry of the contract term in case the cost for the services provided within more than 2 (two) months are not paid in full by the Subscriber, the Operator shall reserve a right to unilaterally terminate the Subscription Contract without prior notification and take back the telephone number from the Subscriber (if the Subscriber was granted a telephone number), Device, as well as all the necessary technical means, cables for the installation/use of the Device and recover the unpaid amounts.

11.7 The Subscriber shall have the right to unilaterally terminate the Subscription Contract any time by giving a written notice thereof to the Operator.

11.8 In the event of termination of the Subscription Contract for any grounds, the Subscriber shall have to pay the costs of the services, including the monthly subscription fee provided prior to the termination of the Subscription Contract a monthly subscription service fee is determined by the Operator.

11.9 The Subscriber shall have to return the Device, cable and all the technical means required for the installation/use of the Device in the same condition as they were obtained from the Operator in view of natural wear of the Device. The fact of return of the device, cable and all the technical means required for the installation/use of the Device to the Operator by the Subscriber shall be proved by virtue of a Delivery and Acceptance Act.

11.10 In case the Subscriber disagrees to any amendments offered in compliance with Clauses 10.10 and 17.1 of these Conditions, then he/she shall have the right to unilaterally terminate the Subscription Contract till the period envisaged for the effectuation of such amendments by giving a written notification to the Operator. In the

event of failure to submit an application about the termination of the contract, the given amendments shall be deemed coordinated with the Subscriber and accepted by the latter.

12. Information Provision and Notifications

12.1 All the information which the Operator is obliged to provide the Subscriber shall be available at the Operator's official website, as well as at Sales and Service Centers save for the information for which another mode of provision is determined by these Conditions or the Legislation of the Republic of Armenia.

12.2 In the event the Operator is obliged to give a written notification to the Subscriber, such written notification shall be delivered to the Subscriber at the Operator's Sales and Service Center or sent via post by the Subscriber by registered letter to the address mentioned in the application which shall be deemed properly delivered irrespective of the circumstances whether the Subscriber has indeed received such a notification or not. Refusal of acceptance from the written notification sent or granted by the Operator to the Sales and Service Center shall be deemed properly delivered.

12.3 In case of changes in the data certified by the documents by the Subscriber to the Operator, the Subscriber shall inform the Operator thereof within 30 (thirty) days' time and submit documents certifying new data.

12.4 Any written application or notification addressed to the Operator shall be sent to the Operator's Sales and Service Center. Information about the Operator's Sales and Service Centers shall be published in the official website.

13. Confidentiality

13.1 The Operator shall keep confidential the personal data of the Subscribers, the types, cost, place, purpose, destination, quantity and technical conditions of the Services used by them with the exception of the cases envisaged by these Conditions and/or RA Legislation.

13.2 Nevertheless, the Operator shall have the right to disclose the information as envisaged by Clause 13.1 of these Conditions

13.2.1 without the Subscriber's permission if envisaged by RA Legislation or

13.2.2 on basis of the Subscriber's written consent,

13.2.3 if such disclosure is required for the protection of the Operator's rights or legal interests.

13.3 The Operator shall have the right to provide information to the agent about the amount payable to the Operator by the Subscriber due to which the Subscriber will be able to pay his/her bill.

13.4 The telephone conversation between the Operator's employee and the Subscriber may be recorded by the Operator.

13.5 In cases envisaged by these Conditions and/or RA Legislation, in the event of disclosure of any confidential information about the Subscriber, the Subscriber shall have no right to claim from the Operator reimbursement for damages.

14. Liabilities

14.1 The Operator shall be held liable for nonperformance or improper performance of its duties as envisaged by the Application, these Conditions and RA Legislation.

14.2 In all cases the Subscriber shall not have the right to demand from the Operator to pay indirect damages and missed benefits.

14.3 Under any circumstances the Operator's liability cannot exceed proportionally calculated amount of the average monthly amount factually paid by the Subscriber in compliance with the period of impossibility to make use of services through the fault of the Operator.

14.4 The Operator shall not be liable for making obstacles in the course of services rendered by third persons, as well as for any damage caused by third persons to the Subscriber via the Operator's network.

14.5 In the event of damage or loss of the Device, cables, as well as technical facilities required for the installation/use and operation of the device, the Subscriber shall be held liable for the amount of an appropriate damage or loss.

14.6 In the event of theft, damage or loss of the granted device, granting of a new device after subscription is possible only in the event the Subscriber reimburses for the Device.

14.7 The Operator undertakes to replace the device granted to the Subscriber with a new one on free of charge basis if it is recognized by the Operator as having an industrial defect.

14.8 The Operator shall be entitled to demand from the Subscriber to pay for all the damages which were incurred by the Operator as a result of the violation of these Conditions by the Subscriber as well as for the use of services outside the Republic of Armenia.

14.9 The Subscriber at its own risk shall make use of the services provided by the Operator and third persons. The Operator cannot determine the conformity of the services to the Subscriber's needs.

14.10 The Operator shall not be held liable for

- the interruption, disconnection, breakdowns or changes in certain types of services, tariff plan/packages as a result of accidents or signals transmitted through its partners (including overseas ones) or agents or breakdown or termination of rendered services,

- improper rendering or interruption of services as a result of defective functioning of computers or other equipments,

- the Operator shall not be held liable for the cases of violation of service provision modes which are the consequence of the actions of the Subscriber or third persons, including the cases of unexpected termination of services rendered to the Operator by the third persons collaborating with the Operator,

- the interruption and breakdowns as a result of current operations, reinforcement, maintenance, extension or repair of the Network if they do not exceed 24 (twenty-four) hours per month,

- spam and hankering actions, virus transmission and damages incurred to the Subscriber as a result thereof.

14.11 The Operator shall not exercise any control over the information transmitted via its network and shall not be held liable for the accuracy and authenticity of the information and content obtained and/or sent by the Subscriber. Any information or content transmitted via the Operator's network shall be used at the Subscriber's risk and responsibility.

14.12 The Operator shall not be held liable for the collection of any additional commission fees in accordance with the rules determined by the mediator in charge of accepting payments.

14.13 The Operator shall not be held liable for the use of the services provided to the Subscriber in any manner by third persons.

14.14 The Subscriber shall be a sole responsible person for the Operator for nonperformance of improper performance of the duties assumed by these Conditions.

15. Force-Majeure

In the event of nonperformance or partial performance of duties assumed by the Subscription Contract, the Operator or the Subscriber shall be released from their responsibilities if it is the cause of Force-Majeure circumstances arising upon the signing of the Subscription Contract and which the Operator or the Subscriber could not have foreseen or prevented. Such circumstances include earthquakes, landslips, flood, war, declaration military or emergency states, political turmoils, strikes, termination of communication means functioning, destruction of highway substructures, acts adopted by state or local self-governing authorities and others which hinder the observance of the duties assumed by the Subscription Contract. Should such circumstances last more than 3 (three) months, then the Operator or the Subscriber shall have the right to terminate the Subscription Contract by giving the other party a prior written 5 (five) day notice thereof.

16. Settlement of Disputes

All the disputes arising between the parties shall be settled through negotiations. In case no consensus is reached, then such disputes shall be settled through a competent court of the Republic of Armenia in the manner prescribed by RA Legislation.

17. Final Provisions

17.1 The Operator shall have the right to unilaterally amend these Conditions, as well as any other term and/or procedure relating to the provision of services by publishing such future amendments in the official website and/or at Sales and Service Centers not later than 30 (thirty) days prior to the effectuation of such amendments except for the case of decrease of the service costs as stipulated in Clause 10.10 therein.

17.2 These Conditions, Application, Appendix 1 as an integral part of the Application, the rules and tariffs, Services and their costs are published and the Subscription Contract has been executed in the Armenian language which can also be translated into other languages.

In case of conflict between the Armenian and other languages, the Armenian text shall prevail.

17.3 These Conditions shall be effective 30 (thirty) days upon its publication and shall substitute the main conditions ((public offer)) of for providing electronic communication and other related services published by the Operator on 01.11.2012 ժրԵ the contract terms signed on such basis are deemed fully substituted for the

conditions of this offer. The tariffs/packages applicable as of the effective date of these Conditions and other conditions and rules for the service provision shall remain in force.

18. Operator's Requisites

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General Director

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