



«Впровадження послуг високошвидкісного безпроводового доступу до мережі Інтернет з використанням технології CDMA20001xEV-DO 450МГц»

Conditions of Use of Wireless Internet Service

“Launching High-Rate Wireless Internet Service Based on
CDMA 2000 1x EV-DO 450 MHz Technology”

Version <1.0>



I. GENERAL PROVISIONS

1.1 The terms and conditions of use of wireless Internet service based on CDMA 2000 1x EV-DO 450 MHz technology (hereinafter referred to as the Conditions of Use) define the procedure and rules of use of the services provided by “UKRAINIAN MOBILE COMMUNICATIONS” CJSC (hereinafter referred to as the Operator). The Conditions of Use regulates the relationship between the Operator and the Subscriber (User), the rights and obligations of the parties, procedure of making and terminating a Contract/Agreement, Additional Agreement, billing terms, liability of the parties, procedure and conditions of connection, access and use of the Internet, data transmission and receipt via the Internet.

1.2 The Conditions of Use are an integral part of the Contract/Agreement of rendering the wireless internet service (hereinafter referred to as the Service) between the Operator and the Subscriber, and shall be binding for the parties upon Contract/Agreement signature.

1.3 Definitions of the terms:

Subscriber means a legal entity or an individual who has entered into a Service Contract/Agreement with the Operator.

Subscriber’s fee/monthly package fee means a fixed sum payment composed of an advance payment for traffic as **the Operator** may set for the Subscriber for permanent access to its telecommunication network regardless of the fact of service consumption.

Advance payment means Subscriber’s advance monetary contribution to his/her Personal Account. It is payable as a prepayment for the future month or if the account balance has been used up.

Contract/Agreement means an agreement between the Operator and the Subscriber as regards the rights, obligations and liability of the Operator and the Subscriber or the User as regards the grounds, conditions and procedure of provision, consumption and payment for the services.

Additional Agreement means an agreement between the Parties as regards additional rights, obligations and liability of the parties regarding the scope of services, effective period of the Contract/Agreement, which contains terms and conditions to add to those prescribed by a Contract/Agreement and/or the Conditions of Use.

Value-Added Services mean services or works that may be rendered to the Subscriber besides the Service according to applicable Tariffs.

Coverage Area means the territory where the telecommunications network is located within the scope of which the Operator may provide the Service.

Foreign roaming partner means any legal entity that offers and provides services in any other country and with whom the Operator has made a relevant international roaming contract.

End User Equipment means the equipment designed for connection with an end point of telecommunications network to ensure access to the Services and proved by a duly issued certificate of compliance and capable to maintain communication sessions and freely move within the area covered by the Operator’s network.

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User means a person using the Service free of a written Contract/Agreement. Besides these Conditions of Use, other conditions of provision of the Service to Users are regulated by additional reference books and the Service user manuals.

Network User Identifier (Network ID) means an individual set of numbers and/or characters assigned to end-user equipment and/or a consumer in the Internet (RUIM card number).

Operator means CJSC “Ukrainian Mobile Communications” under MTS trademark, a legal entity designed in accordance with applicable legislation of Ukraine.

Subscriber’s Personal Account means an account which the Operator opens for the Subscriber and which is used for quantitative and monetary accounting of all the services being provided to the Subscriber as well as payments the Subscriber makes.

The Service means wireless Internet service provided by the Operator.

Start of the Service provision and effective date of the Additional Agreement means provision of the Service upon payment of the Operator’s bills by the Subscriber, the funds receipt on the Operator’s account and checking of the documents presented **by the Subscriber.**

Suspension of service provision under the Contract/Agreement means temporary restriction of the scope of the Service initiated by the Operator or upon the Subscriber’s application.

Termination of a Contract/Agreement means final cancellation of the Service provision through termination of a Contract/Agreement on the grounds specified in these Conditions of Use and the Contract/Agreement.

The Parties mean the Operator and the Subscriber or the User.

Tariff plan means the combination of parameters of the Internet Service setting the Service price according to the tariffs, traffic volume, provision conditions, the Service billing procedure.

Maintenance means maintenance of telecommunication networks.

Traffic means volume of information/data sent and received using the Service via the end user equipment at the time of the Service consumption.

Conclusion of the Contract/Agreement means the procedure of signing a written Contract/Agreement with the Operator after the documents presented by the Subscriber have been checked, the Subscriber has read and understood the Conditions of Use and information about telecommunications services and relevant bills have been paid.

RUIM card means network subscriber identification module.

IP address means a unique address identifying a Subscriber in the Internet.

1.4 The Subscriber’s signature in the Contract/Agreement proves that the Subscriber has read and understood these Conditions of Use, prices and tariffs, conditions of the Contract/Agreement and that the Subscriber undertakes to comply with them. The Subscriber’s signature in the Contract/Agreement proves that the information and documents submitted by the Subscriber are authentic and comply with the applicable legislation of Ukraine.

1.5 All provisions of the Conditions and the Contract/Agreement shall extend to the parties’ successors. In the event of death of a Subscriber – individual, the Contract/Agreement shall expire and the remaining amount of paid funds may be returned to legal successors. A Contract/Agreement shall expire if the Operator receives a notarized copy of a certificate of death.

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1.6 All other matters resulting from the relations between the Operator and the Subscriber which are not regulated by these Conditions of Use shall be resolved according to applicable legislation of Ukraine.

II. CONCLUDING A CONTRACT/AGREEMENT AND STARTING PROVISION OF THE SERVICE

2.1 The service shall be provided to the Subscriber under the Contract/Agreement.

2.2 The Contract/Agreement may not be concluded or shall not take effect if:

- The Subscriber-individual is younger than 18 or the Subscriber has been acknowledged by a court to be legally incapable (impaired);
- The Subscriber has debts to the Operator under previous Contracts/Agreements for any other telecoms services;
- The Subscriber does not fulfill the Operator's requirements to provide personal details in the extent specified in these Conditions of Use, the Law of Ukraine "On Telecommunications" and subordinate legislation;
- The Subscriber has not made requisite payments upon signature of the Contract/Agreement or the money have not entered the Operator's current account.

2.3 The Contract/Agreement takes effect after the documents submitted by the Subscriber have been additionally checked, and cash has entered the Operator's account/the Subscriber has produced evidences of payment against the Operator's invoices. If at the time of document verification any shortcomings, controversies or other violations are revealed the Operator may request the Subscriber to eliminate them. If the Subscriber fails to do so, the Operator may reject conclusion of the Contract/Agreement with the Subscriber.

2.4 In order to enter into the Contract/Agreement, a customer should submit the following documents and data to the Operator:

legal entities - residents:

- Certificate of state registration of a company indicating its identification code (ZKPO - enterprise code);
- Certificate of an enterprise registration as a VAT payer;
- powers of a person making a Contract/Agreement;
- bank details;
- Certificate of the Uniform State Register of Enterprises and Organizations of Ukraine for legal entities-residents of Ukraine or an extract from the trade, court or commercial register for legal entities - nonresidents of Ukraine;
- registered and actual address (mail address);
- contact person's name and contact telephone number in Ukraine.

Where a Service Contract/Agreement is made by a branch or representative office, the Subscriber submits an extract from regulations of a branch or representative office instead of a certificate of state registration - the extract should prove the powers of structural unit to enter

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into economic contracts in the name of a branch or representative office or a power of attorney demonstrating the powers of a branch, representative office or its official to make a contract on behalf of the customer.

A Contract/Agreement and relevant documents should be signed by an enterprise's (organization's) director and sealed. If documents are submitted by another person, the person should possess the power of attorney to enter into a Contract/Agreement with the Operator and the same authorized person's passport.

In order to get equipment paid by cashless money transfer, a person should present a power of attorney in the form prescribed by applicable legislation and an authorized person's passport.

legal entities - nonresidents:

Duly legalized constituent documents – either notarized or apostilled (depending on a country);

The following documents may be produced:

- Certificate of company registration dated not earlier than within a year of the date of extract from the register
- Minutes of directors appointment
- Minutes of company's registered address (the same period of limitation – up to a year)
- Document proving no tax debts and other registration duties

resident individuals:

- valid passport of a citizen of Ukraine containing a stamp of registered address in Ukraine
- actual address (mailing address)
- contact telephone number in Ukraine
- identification code certificate

nonresident individuals:

- valid passport of a citizen of a foreign country (visa effective period should be not less than 6 months), for stateless persons – an identification document
- place of permanent/temporary residence (mail address) in Ukraine
- contact telephone number in Ukraine

Foreign residents provide passports containing a stamp of a foreign resident's registration at a checkpoint on the state border of Ukraine.

Foreign diplomatic missions (embassies, consulates) submit a certificate of accreditation with the Ministry of Foreign Affairs of Ukraine.

2.5 If the Operator denies subscription, it shall repay the Subscriber's funds by Subscriber's request.

2.6 If the circumstances contradicting the terms and conditions of a Contract/Agreement are revealed after the Contract/Agreement takes effect, the Operator may terminate the Contract/Agreement unilaterally and shall not repay the Subscriber's advance payment if a person being a party to the Contract/Agreement has debts to the Operator under previously made Contracts/Agreements with the Operator for any other telecommunications services.

III. SUBSCRIBER'S RIGHTS

3.1 The Subscriber shall have the following rights:

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3.1.1. From the effective date of the Contract/Agreement, to use the Service in accordance with the Contract/Agreement between the parties and these Conditions of Use as well as to demand that the Operator performs its obligations specified in the Conditions of Use.

3.1.2. To order and use the Service in accordance with the tariffs as the Operator may set taking into account the capabilities of the Subscriber's equipment.

3.1.3. To reject the Contract/Agreement in the event of disagreement with any modification of the service tariffs by addressing the Operator in person or through an authorized representative and filing a written application for rejection of the Service within 6 days from the date of publicizing the information about the tariffs modification.

3.1.4. To get the following information from the Operator:

- about its accounts, account balance upon advance payment;
- about potential barriers and changes in Operator's mobile network;
- free of charge upon a written application to get details (detailed bill) of the amount billed for the billing period the Subscriber complains about;
- other information related to the Service provided by the Operator.

3.1.5. To reject the Service and terminate the Contract/Agreement unilaterally submitting a written notice to the Operator 7 calendar days before ceasing the use of the services. In this case, the Subscriber shall be entitled for repayment of the unused advance amount (except the amount of initial advance payment).

3.1.6. To suspend consumption of the Service at his/her option according to the procedure specified in these Conditions of Use and provisions of his/her Contract/Agreement.

3.1.7. To change a tariff plan unless otherwise stated in an Additional Agreement.

3.1.8. To submit written applications, proposals and complaints for Operator's consideration.

3.1.9. To order the Value-Added Services or refuse them. Value-Added Services may be activated providing the balance on Subscriber's personal account is sufficient to cover the value of the Value-Added Services being ordered and the Service fee till the end of the billing **period**.

IV. SUBSCRIBER'S OBLIGATIONS

4.1 The Subscriber shall be obliged:

4.1.1. To comply with the terms and conditions of the Contract/Agreement between the parties and the Conditions of Use.

4.1.2. To timely pay bills for the Service provided by the Operator.

4.1.3. To check in person the balance on an account and make extra payments if the amount of advance payment has been used up before the end of the billing month. If the advance payment has been used up completely the Operator shall be entitled to temporarily restrict and/or limit provision of the Service to the same Subscriber.

4.1.4. To inform the Operator immediately in writing about any of the following events:

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- theft or loss of passport – if the Subscriber is an individual; theft or loss of constituent documents or seal – if the Subscriber is a legal entity;
- theft or loss of RUIM card in Subscriber’s use;
- winding up or bankruptcy of the Subscriber – legal entity but not later than the date of initiation of a bankruptcy procedure or liquidation committee formation;
- timely and duly inform the Operator about the changes to the address or any other changes related to provision of the Service.

4.1.5. To use and keep the equipment as prescribed in the user manual being liable in person for any consequences that may arise in the event of failure to comply with this requirement.

4.1.6. To prevent connection of end user equipment that lacks a certificate of compliance and does not comply with the conditions of use of the same equipment in Ukraine.

4.1.7. To prevent commercial use of the Service to render telecommunication services to any third parties.

4.1.8. If the Subscriber fails to comply with conditions specified in clause 4.1.4 herein, the bills, debt claims, etc. sent by the Operator to the earlier submitted mailing address shall be deemed received by the same Subscriber.

4.1.9. If the Subscriber has let his/her end user equipment and/or RUIM card to use or provided the possibility to a third party to use it, or failed to comply with requirements specified in clause 4.1.4 herein, the Subscriber shall be liable for the use of the Service and timely payment of bills.

V. OPERATOR’S RIGHTS

5.1. The Operator shall have the following rights:

5.1.1. To demand that the Subscriber meets all the obligations specified in the Contract/Agreement, Additional Agreement and these Conditions of Use.

5.1.2. To set and modify the Service tariffs, mobile network coverage, the list of roaming partners.

5.1.3. If the advance payment amount has been used in full the Operator shall be entitled to temporarily limit provision of the Service to the Subscriber.

5.1.4. To reject conclusion of the Contract/Agreement, to terminate the Contract/Agreement, to suspend provision of the Service on the grounds specified in the Contract/Agreement and/or these Conditions of Use. Terminating the Contract/Agreement and where there are relevant grounds the Operator reserves the right to charge administrative costs relating to Contract/Agreement termination as per the approved tariff and the contractual sanction in accordance with the legislation.

5.1.5. If the Subscriber is in debt to the Operator, the latter may refuse to further render other telecommunication services if the Subscriber requests them.

5.1.6. To suspend service provision in the cases specified in a Contract/Agreement and these Conditions of Use.

5.1.7. If the debts are not repaid or there are regular arrears for the Service, the Operator may provide third parties – Subscriber’s potential creditors - information about the status of arrears

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under a Contract/Agreement (including his full name, identification code (number), address or other details indicated by the Subscriber in a Contract/Agreement) as well as to use this information in order to form the list of debtors open for third parties.

5.1.8. The Contract/Agreement may not be concluded unless extra advance payment or a bank guarantee agreement is made:

- an individual or a legal entity have or is willing to connect four or more end user equipment units to consumer the Service;
- an individual or a legal entity has no permanent place of residence in Ukraine;
- an individual or a legal entity is a representative of a foreign company in Ukraine;

5.1.9. The Operator shall set the amount of additional advance payment.

5.1.10. The Operator may enter into a bank guarantee agreement or a surety agreement only with a bank which provides services to the Subscriber, or with a company which financial stability is undoubted.

VI. OPERATOR'S OBLIGATIONS

6.1. The Operator shall be obliged:

6.1.1. To comply with the terms and conditions of the Service provision specified in the Contract/Agreement and the Conditions of Use.

6.1.2. To provide the Subscriber the information about the effective tariffs, the Conditions of Use, to provide information about the use of the advance payment, to provide other information related to the Service consumption.

6.1.3. To communicate the Subscriber that the Operator's details and tariffs have been changed through mass media sources.

6.1.4. Regularly within each following month to compile bills for the provided services (including via international roaming).

6.1.5. To consider Subscriber's written applications, proposals and complaints within the period established by applicable legislation of Ukraine.

6.1.6. Not to disclose the Subscribers' registration details except as otherwise may be provided by the legislation of Ukraine.

6.1.7. The Operator shall not be obliged to publish information about the tariffs and coverage of its roaming partners, availability and quality of their services and shall not be liable for trustworthiness of the same information where it is published, and shall not be liable for modification of tariffs, services and coverage by its roaming partners.

VII. ACCOUNTS SETTLEMENT AND PAYMENT PROCEDURE

7.1. The Subscriber shall pay monthly subscriber fee or package fee depending on the selected tariff for the consumed Service and maintenance of the network identifier with the Operator's mobile network. The subscriber fee or package fee shall be charged and payable by a Subscriber in advance for the future billing period.

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7.2. The Subscriber shall pay against the bills for consumed services and make advance payments by transfer to the Operator's current account in the national currency of Ukraine. The Subscriber should indicate his contract number and personal account number in a payment order against the monthly bill.

7.3. Where an advance payment is set, the Subscriber should pay against bills sent by the Operator prior to or on the fifteenth day of the month following the billing month, where the Subscriber consumes services on the conditions of preliminary advance payment – not later than the moment when the advance payment amount is used up, moreover, the Subscriber may be granted the possibility to consume the services if the account balance is negative depending on the Subscriber's credit history and period of using the service.

7.4. On Contract/Agreement signature, every Subscriber is provided one personal account to settle accounts for the Service provided. In some cases, the Operator may allot several personal accounts for each group of contracts.

7.5. Actual use by the Subscriber of the Service shall mean that the Subscriber has ordered the same service.

7.6. The price of the Service consumed depends on applicable tariff/tariff plan and volume. The Service consumption is registered:

- based on the volume of incoming or outgoing traffic or data;
- for value-added services ordered.

7.7. The package fee and the charges for value-added services, traffic allowance and other services within the package shall be billed in proportion to the days of actual provision of the Service in the relevant tariff package.

7.8. In the month when the Service is initially connected, the fee for some services is charged in proportion to calendar days in service and the next month fee is billed as well.

7.9. The quantity and price of services provided to the Subscriber within a billing period shall be defined by indicators of the Operator-owned measurement devices that measure length, volume and price of consumed services, and the data provided by roaming operators.

7.10. The Operator shall issue a bill(s) to the Subscriber for the services consumed. The Subscriber should timely pay bills, repay debts (if any) for the consumed services and pay in advance depending on his/her need in the services. If the Subscriber fails to pay his/her bill(s), the Operator shall be entitled to restrict or limit provision of the Service.

7.11. The amount of Subscriber's advance payment shall be used to settle accounts for consumed services provided by the Operator in the future billing periods.

7.12. If the Operator rejects conclusion of a Contract/Agreement the Operator shall return the amount paid by the Subscriber at the time of subscription (except the cases specified in clause 2.6 of these Conditions of Use), after they enter the Operator's account, upon the Subscriber's request by transfer to the Subscriber's bank account.

7.13. The Subscriber should keep the documents proving payments against the bills for 3 years.

VIII. FORCE MAJEURE

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8.1. The parties shall not be liable in the event of force majeure. The force majeure means extraordinary or imminent external events, which may not be foreseen and prevented, namely: warfare, natural calamities, fire, catastrophe, accidents and other events, which directly hinder, prevent performance of the Parties obligations or cause waste (loss of property) directly related to Contract/Agreement performance.

8.2. The Party experiencing force majeure specified in clause 8.1 should urgently (within 5 (five) days) from the date of force majeure commencement notify the other Party by a registered mail and submit relevant proofs. Late notice of force majeure events shall not release the Party from performance of contractual obligations.

8.3. Force majeure events defined in this section should be proved by a certificate issued by the Chamber of Trade and Commerce.

IX. PROCEDURE OF TEMPORARY LIMITATION AND/OR RESTRICTION OF THE SERVICE

9.1. Temporary limitation of the Service may be initiated either by the Operator or by the Subscriber.

9.2. The Subscriber may temporarily suspend and/or limit use of the Service only by a written request filed in person unless this is inconsistent with the terms and conditions of the Contract/Agreement. The Operator shall suspend or limit access to the Service from the date of application receipt or from the date indicated in an application. If an application is filed officially within the Operator's nonworking time, then access to the Service shall be restricted not later than the following workday. An application should indicate a desirable period and reason(s) of temporary suspension of the Service.

9.3. Procedure of the Service suspension if RUIM card is lost

For individuals:

The Service may be suspended and/or limited by a Subscriber's written application which the Subscriber may either file with the Operator's shop or send by fax to the Customer Centre or by a Subscriber's oral application to the Customer Centre; in the latter case the Subscriber should communicate the Operator maximum scope of important details as the Operator may deem necessary including personal details.

The Subscriber should confirm an oral notice of end user equipment or RUIM card loss not later than the following workday upon submission of an oral application. If any complaint about communication service restriction by an oral notice is filed, the service provision shall be restored and may be repeatedly suspended only upon the Subscriber's written application. The Subscriber shall be liable for the services consumed via his/her RUIM card which are payable on the usual terms.

For legal entities:

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During working hours the Service may be suspended by a Subscriber's written application filed with the Operator's shop or send by fax to the Customer Centre. During nonworking hours the Service may be suspended by a Subscriber's oral application to the Customer Centre upon communication of the most complete data to the Operator.

The Subscriber-legal entity should confirm an oral notice of RUIM card loss not later than the following workday upon submission of an oral application. A Subscriber shall be liable for the Service till the moment of service suspension.

9.4. The Operator may temporarily restrict and/or limit provision of communication services if:

9.4.1. The Subscriber fails to pay bill(s) as required in these Conditions of Use and Contract/Agreement;

9.4.2. The balance on Subscriber's personal account becomes negative before the end of the billing period;

9.4.3. The cost of the Services rendered by the Operator is higher than the balance on Subscriber's personal account;

9.4.4. The Subscriber was the Operator's debtor under a Contract/Agreement made in person or on his/her behalf or there are reasons for doubts about his/her ability to pay;

9.4.5. The Subscriber used the Operator's network access to the Service for immoral actions as well as actions that break or may break the public peace, encroach on honor and dignity of individuals and companies or cause their complaints or the actions that may result or resulted in downgrading the quality of the Operator's services provided to other subscribers or abused the rights granted under a Contract/Agreement.

9.4.6. The Subscriber performs the actions or lets or helps third parties to perform the actions interfering with other Subscribers' work in the Internet or the Operator's normal functioning. Examples of the same actions are listed below; however, the list may not be deemed a full list of the same actions:

- Mass mailing of e-mail messages of promotional, commercial or propaganda nature without preliminary consent of e-mail recipients;
- Sending e-mail messages containing strong or abusive language and proposals;
- Posting in any conference of the articles containing attachments of promotional, commercial or propaganda nature and off-topic articles or violates the rules of partaking in the same conference (unless the actions have been previously approved by the conference owners or administrators);
- Mailing information to the recipients who earlier rejected receipt of the same information;
- Use of own or providers' information resources (mail-boxes, e-mail address, WWW pages, etc.) to perform any of the above actions regardless of the network access point at which the actions have been performed;

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- Configuring their own information resources so that their abuse by third parties is enabled;
- Partaking in any actions which may result in rejection of the Service provision to other Subscribers.

9.4.7. The Subscriber is not allowed to intrude the Internet resources, perform or take part in network attacks and network hacking except the cases where the network resource is attacked under direct permit by the resource owner and administrator. Inter alia the following actions are forbidden:

- Actions aimed at breaking normal operation of the Internet components (devices, computers, other hardware or software) which are not Subscriber's property;
- Actions aimed at intruding including getting unsanctioned privileged access to Internet resources (computer, any other equipment or information resource), further use of the same access as well as destruction or modification of Subscriber's software or data without consent of the information resource owner and administrator;
- To transmit the information to computers or other Internet equipment where the same information causes parasitic load on the same computers, equipment or intermediate network sections in the volume exceeding the minimum volume required for checking network cohesion and accessibility of its individual components.

9.4.8. At the time of using Internet information resources the Subscriber is forbidden:

- To break special rules of use set by the Operator for individual information resource of the Internet. If the Subscriber does not agree with the rules he/she is obliged immediately to reject the use of the same information resource;
- To use third party identification data (names, addresses, phone numbers, etc.), unless the same third parties have authorized the Subscriber to use them;
- To falsify IP addresses, or addresses used in other network protocols at the time of data transmission to the Internet;
- To use foreign return addresses while sending e-mail messages.

9.5. The above rules regulating the rule of behavior in the Internet shall be binding for all Subscribers (Users) of the Service without exception.

9.6. The Service shall be activated upon temporary suspension shall be upon actual receipt of money on a Subscriber's personal account.

9.7. If the service scope is limited and/or restricted by Subscriber's request or under clause 9.4 of these Conditions of Use for over one calendar month the Subscriber shall be charged the fee for maintenance of the number/network IP in accordance with the Operator's tariffs. Network ID, as a rule, shall be reserved for the Subscriber for no longer than 3 calendar months.

X. PROCEDURE OF CONTRACT/AGREEMENT TERMINATION

10.1. The Contract/Agreement on provision of the Service shall be terminated in the following events:

- By Subscriber's written application filed in person;

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- If the Operator rejects to further provide the Service to the Subscriber;
 - In the events specified in clause 10.2 herein.
- 10.2.** The Contract/Agreement on provision of the Service shall be terminated (become invalid) immediately under the following conditions:
- Provision of the Service to the Subscriber is temporary suspended due to arrears on earlier consumed services and the Subscriber fails to pay his/her debts within one month from the date of sending him/her a relevant notice;
 - The Subscriber is in arrears to the Operator under previously made Contract/Agreement and this fact has been revealed after a new Contract/Agreement took effect;
 - The Subscriber submitted false personal details or identification documents;
 - The Subscriber–legal entity has been declared bankrupt in the order established by legislation or has seized its operation;
 - If the Subscriber violates provisions of the Contract/Agreement, the Conditions of Use or legislation the Operator shall be entitled to stop provision of the Service under all RUIM cards in the Subscriber’s use in accordance with the Contract/Agreement.
- 10.3.** The Subscriber willing to terminate the Contract/Agreement by its own initiative should in person or through an authorized representative file an application for termination of a Contract/Agreement. Legal entities, in exceptional cases, may file an application for termination of a Contract/Agreement by mail. An application should be signed by a company’s CEO and sealed.
- 10.4.** Termination of a Contract/Agreement does not discharge the Subscriber of the obligation to pay bills for the consumed services and final bill for the services consumed in the month of Contract/Agreement termination. A final bill is payable within the period indicated in it.
- 10.5.** In the event of refusal from the Service and termination of the Contract/Agreement by Subscriber’s initiative before the initial advance payment contributed by the Subscriber is used in full, except the cases where the refusal from services results from the Operator’s breach of contractual conditions, the Subscriber shall pay the Operator a fine in the sum of 100% of the remaining initial advance payment amount that the Subscriber had not used as of the moment of the Service provision cessation.

XI. LIABILITY OF THE PARTIES

11.1. The Parties shall be bound to duly perform the provisions of these Conditions of Use and the Contract/Agreement. Failure to perform or inadequate performance of these Conditions of Use and the Contract/Agreement shall be punishable in accordance with applicable legislation of Ukraine, taking into account the provisions of the Contract/Agreement and the Conditions of Use.

11.2. The Subscriber shall bear full responsibility for safekeeping and using his/her account details (PIN and PUK codes).

11.3. The Subscriber shall bear full responsibility for correct setting of his/her own equipment (operating systems, software, network hardware).

11.4. The Operator shall not be liable for inadequate operation and accessibility of individual Internet segments beyond the Operator’s control.

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11.5. The Operator shall not be liable for failure to deliver e-mail messages to a Subscriber, or from a Subscriber if the failure delivery is due to entering the Operator's mail server or a Subscriber's IP address into the Black List through the Subscriber's fault.

11.6. The Operator has no influence on individuals or legal entities dealing with formation of Black lists and does not take part in settling conflicts and disputes between the Subscriber and the said individuals.

11.7. If the Subscriber has received no bill(s), his/her obligations to pay for the consumed services shall not be discharged.

XII. SETTLEMENT OF DISPUTES

12.1. Any dispute or disagreement related to performance of the Contract/Agreement shall be settled via negotiations and/or exchange of letters.

12.2. If no settlement is achieved by the Parties any dispute or disagreement is subject to consideration in accordance with the legislation of Ukraine.

12.3. Subscriber's written complaints about bills shall be considered only if they are received within the limitation period established in the legislation and shall be considered within one month from the date of receipt. At the same time, the Subscriber shall be bound to pay the claimed amount in full. If the Subscriber's complaint is recognized as justified, the Operator shall treat the amount paid by the Subscriber as an advance payment for future services or return it to the Subscriber's bank account upon the Subscriber's application.

12.4. The Operator shall not be liable for any losses due to influence on the mobile network of physiographic factors in the area where the Subscriber's equipment is located (thunderstorm, topographic features, impact of local electromagnetic fields, etc.), and if the equipment is outside the network coverage. The Operator shall not be liable for indirect losses, lost advantage, as may generally arise.

12.5. Complaints related to provision of the Service shall be considered only if they are filed within the period established by legislation for submission of similar complaints and shall be considered within one month from the date of their receipt.

XIII. GENERAL CONDITIONS

13.1. Confidentiality:

13.1.1. The parties have agreed that any information the Parties got to know while entering into, performing, amending or terminating the Contract/Agreement shall be deemed confidential and the Party may not disclose it without written consent of the other Party during the effective period of the Contract/Agreement and 5 years upon its expiration. The Parties agree that the information may be disclosed without preliminary written consent to structural units or branches of the Parties in the extent necessary for performance of contractual obligations by the Parties.

13.1.2. The above provision does not cover the information:

- a) received legally from any third party;
- b) that a recipient knew as of the date of disclosure and got to know by the legal way;

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c) is commonly known.

13.1.3. The Operator shall be obliged not to disclose Subscriber's registration details except the cases prescribed by the legislation of Ukraine;

XIV. COMPENSATION OF LOSSES

14.1. Compensation of losses inflicted on the Subscriber by the Operator's activities shall be regulated by the Contract/Agreement and these Conditions of Use, and to the extent that is not regulated by the Conditions of Use and the Contract/Agreement - by applicable legislation of Ukraine governing these matters.

14.2. The Subscriber may demand that the Operator compensate his/her direct losses, only if they are due to the Operator's fault and this fact is proved.

XV. MISCELLANEOUS

15.1. The relations between the Operator and the Subscriber which are not regulated directly by the Contract/Agreement shall be governed by applicable legislation of Ukraine.

15.2. The Operator herewith confirms that it is a profit tax payer on common terms at the rate established by the Law of Ukraine "On Enterprise Profit Tax".

XVI. FINAL PROVISIONS

16.1. The Operator may amend and modify these Conditions of Use. Amendments and modifications shall take effect from the date of approval thereof. The Subscriber may get information about the amendments and modifications in a customer service department in any Operator's branch.

16.2. The Subscriber and the Operator shall be entitled to terminate the Contract/Agreement unilaterally at their own will by prior notice at least 7 calendar days before the date of Contract/Agreement termination unless otherwise stated in Additional Agreements (if any).

16.3. These Conditions of Use are made in Ukrainian, Russian and English, all the texts possess the same legal effect. If there is any conflict between the wordings, the Ukrainian text shall prevail.

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