

## **Subscriber Agreement for Provision of Mobile Communication Service**

JSC the «Silknet» - identification code: 204566978; legal address: Tbilisi, M. Tsinamdzgvrishvili Str. #95 (hereinafter referred to as a the «Silknet» / "Operator") and the person, whose data is mentioned on the relevant page and / or in the relevant appendix of this Agreement (hereinafter referred to as "Subscriber"), based on the free will, are executing this Agreement (hereinafter referred to as the "Agreement") as follows:

### **1. Definition of Terms**

**The terms used in this Agreement have the following meanings for the purposes of this Agreement (unless otherwise provided by the Agreement or deriving from its context):**

1.1. **Subscriber** - the end user physical person or a legal entity, to which the mobile communications services/services are provided under this Agreement and by whom the Service Fee specified in the Agreement and the Annex (s) thereto, is paid.

1.2. **"Company"** - Joint Stock Company the «Silknet», identification code: 204566978.

1.3. **"Party / Parties"** - "Subscriber" and / or "Company".

1.4. **"Commission"** - LEPL Georgian National Communications Commission.

1.5. **"Third Party"** - any person other than "Subscriber" and / or "Company".

1.6. **"Promotion"** - a temporary change of the terms of the Service Fee and / or Services provided by the Company for a period of Promotion on better terms.

1.7. **"Promotion / Activation Fee"** - a one-time and / or daily, weekly, monthly (if any) fee imposed by the «Silknet» for the use / activation of the Promotion, which will be deducted from the "Subscriber" account as soon as the "Promotion" is activated or / and within the timeframe set by the "Promotion". The deduction of the "promotion / activation fee" does not depend on: a) the right of the "subscriber" to terminate the use of the "promotion" ahead of

time; b) the right of the "subscriber" to actually use the "Promotion";

1.8. "**Automatically renewable package**" - after the expiration of the relevant period from the activation of the package, if there is enough money in the account, the package is renewed automatically each time, for the same period, without dialing additional USSD code. In case there is not enough money on the account when the package expires, the package will be automatically renewed as soon as the balance is replenished (in case of promotion - only for the period before the expiration of the promotion, and at the expiration of the promotion the package will be renewed at the standard rate). However, in case of insufficient amount, if the balance is expired or the debt is fixed or there is insufficient amount in the account to renew the package, the validity of the package will be restricted to the subscriber until it is replenished with a sufficient amount. However, in case of insufficient but positive balance for the package renewal - the amount in the account will be spent on the appropriate amount of mobile internet / talk minutes / short text messages (according to the package service (s)) at the standard rate, that is set after the package expires – for the use of mobile internet volume / talk minutes / short text messages.

1.9. "**Geocell**" - the brand name of the mobile communication service provided by the «Silknet»;

1.10. "**Geocell Network**" - the «Silknet» Mobile Communication Network;

1.11. "**Quality service**" - electronic communication services provided to customers, which comply with applicable technical norms, Agreement terms, as well as information (advertising) about the service;

1.12. "**Acceptance Deed**" - a written act signed by the "Parties", which confirms the transfer (unless the confirmation is done electronically), change and / or return of terminal equipment to the Company by the "Subscriber" (in case of temporary transfer); also, in case of a preliminary request of the subscriber - the fact of providing / receiving "services" and / or related additional services.

1.13. "**Services**" - electronic communication services, additional services, specific services

defined by the "Agreement" and / or its "Annexes";

1.14. "**Electronic communication service**" - service provided by the electronic communications service provider to the customer through local, international, long distance, mobile communication connection, Internet and broadcasting transit;

1.15. "**Mobile communications service**" - a public telephone service designed to make or receive, directly or indirectly, national or international calls and related communications services (eg.: short text messages), using the appropriate telephone number or numbers indicated in the national or international numbering plan, which is provided by the public utility mobile communication network;

1.16. "**Tariff**" - service fee / fees set by the company for a specific service / services and defined in the tariff plan;

1.17. "**Minute service fee**" - a tariff set by the service provider for such mobile communication services provided to the customer, which is calculated on a minute basis; minute service fee is accrued on the second accuracy of the service provided;

1.18. "**Public Defender of Consumers' Interests**" - Public Defender (Ombudsman) of Consumers' Interests in the Field of Electronic Communications and Broadcasting under the LEPL Georgian National Communications Commission;

1.19. "**Penalty**" / "**Fine**" - the means of collateral used by the "Subscriber" to secure the proper fulfillment of the financial and / or other liabilities specified in the "Agreement", which is imposed on the Subscriber for non-fulfillment and / or improper fulfillment of financial and / or other obligations under the Agreement and the amount and terms of payment of which are determined by this "Agreement" and its annexes.

1.20. "**Subscriber package**" - a scheme of services (s) provided for in the relevant tariff plan of the service, with a detailed description of the relevant fee (s);

1.21. "**Subscriber payment**" - a fixed payment imposed by the company for the use of the service for the subscriber;

1.22. "**Subscriber account**" - a personal identification number assigned to a "Subscriber" by the Company, which combines one and / or several types of services and on which the relevant service fee is charged and (advance or further) payment is made. A single subscriber can have several subscriber accounts and vice versa - a unified subscriber account. The Unified Subscriber Account includes the services provided by the Company to the Subscriber, on which the total cost of the Services is accrued and paid (by advance or subsequent payment).

1.23. "**Contact information**" - the full postal address, telephone number and e-mail address specified by the "Subscriber" in the "Agreement" or otherwise agreed by the Parties; as well as the full postal address of the company (the «Silknet»), the telephone number of the information service and the e-mail address;

1.24. "**Identification information**" - information about the organizational-legal form, name, identification code of the service provider; also, information about the subscriber's first name, surname, personal number (in case of a legal entity - organizational-legal form, name, identification code);

1.25. "**Personal information / data**" – first name, surname, personal number, registration address of the subscriber, type of service (s), date, amount, fee, as well as any information on the amount paid /to be paid by the subscriber, traffic, services provided (any data stored in the billing or any other data on the service, call initiation / call, which – inter alia - is related to call / service switching (s), forwarding, call (s) duration, location of the device through which the service is received or / and any other information / data of the subscriber related to the identified / identifiable person;

1.26. "**Personal data processing**" - any action taken against data using automatic, semi-automatic or non-automatic means, in particular, collecting, recording, photographing, audio-recording, videotaping, organizing, storing, modifying, restoring, inquiring, using or disclosing through data transmission, distribution or by making it otherwise available, grouping or combining, blocking, deleting or destroying.

1.27. "**Consent**" - after receiving relevant information from a data subject (natural person subscriber) on the processing of data about it for a specific purpose, including the transfer to

third Parties orally, telecommunications or other relevant means, including the voluntary consent provided for in this "Agreement", by which it is possible to clearly determine the will of the data subject.

1.28. "**Traffic**" - a set of data (signals, messages, packages, etc.) transmitted / received over a specified period of time through electronic communications networks and facilities.

1.29. "**Traffic Information**" - data that is processed to send an electronic message in the electronic communications network or to send such a message through an invoice (they refer to the terms, scale, networks used and technical data).

1.30. "**Security Codes**" - "User" name, password, PIN / PUK codes, etc.

1.31. "**Billing information**" - data on the volume of the services provided by the «Silknet» or the load (traffic) of relevant elements of the «Silknet» network and used over a period of time of their operational resources, which the «Silknet» provides to the Subscriber for payment.

1.32. "**SIM Card**" - a personal identification card issued by the «Silknet» to the "Subscriber" in accordance with the terms of the "Agreement", on which it is programmed / written "number", which provides connection of the "Subscriber" terminal device to the «Silknet» network and used by "Subscriber" to receive "services".

1.33. "**Telecommunication terminal device**" (hereinafter referred to as "**terminal device**") - a device directly or indirectly connected to the interface of a general-purpose electronic communications network by means of a cable, optical fiber or electromagnetic device, intended for the transmission, processing or reception of information; as well as satellite ground station equipment (a device that can be used only for the transmission (transmission) of radio communications signal or for the transmission and reception, or only for reception via satellite systems);

1.34. "**Agreement on Provision of Mobile Communication Services (s)**" (hereinafter the "Agreement") - written (including electronic), remote or other type of agreement between the service provider and the customer on the provision of mobile communication services, its quality, service tariff, and other terms;

1.35. "**Remote transaction**" - an agreement concluded between the service provider and the customer using one or more remote means of communication on the distance selling and delivery of the service, without simultaneous physical presence of the service provider and the customer;

1.36. "**Installment**" - an agreement between the service provider and the customer to defer payment of the current service bill and / or payment of the fee for the telecommunications terminal device provided by the service provider on an agreed schedule;

1.37. "**Customer Consent Mechanism**" - a means of verifying a customer's willingness to enter into a service contract, such as a personal signature (including a qualified electronic signature), in the case of a remote transaction – pressing the appropriate button - marked with the words "Order and Payment" or other similar content, the use of a code word or a one-time password, or other action by a user that confirms his or her consent (e.g., the use of service by dialing the combination of numbers a user);

1.38. "**Fraud**" - obtaining the "Service" through illegal means, free of charge and / or at a reduced price and / or in violation of the terms of the "Agreement" (its annexes), by evading payment of the "Service Cost" for the "Service";

1.39. "**Unauthorized connection**" - the use of the services or network by a person without the permission of the service provider and / or the arbitrary use of the network / services by a third Party provided to the customer while providing services to the customer;

1.40. **eSim** - a personal identification module built into the "Subscriber" terminal device with a "number" written on it, which connects the "Subscriber" terminal device to the «Silknet» network and is used by the "Subscriber" to receive "services";

1.41. "**SIM Boxing**" - conversion of international calls into local calls through a device with a SIM card in it;

1.42. "**Inadmissible Products**" - pornography transmitted through electronic communications, other product depicting particularly severe forms of hatred and violence, violating privacy, slandering, abusing, violating the presumption of innocence, inaccurate, violating copyrights

and Georgian law;

1.43. **Advance / Credit System** - Geocell postpaid service system.

1.44. **"Advance payment system"** - "LaiLai" advance payment system for services.

1.45. **M2M service** - Data transfer and / or connection between devices, software-based applications, or between device and application in automatic mode or with minimal human intervention.

1.46. **IoT (Internet of Things)** - an infrastructure that connects other devices and / or systems with identifying elements and provides data transmission and / or communication between them.

1.47. **"Number / Numbers"** - a specific telephone number (s) transferred to the "Subscriber" and selected by the "Subscriber" from the free numbering resource owned by the «Silknet» and / or subscriber-owned numbers (in Case of ported subscriber and / or in other case). In case of telephone service, the numbering resource used to provide the relevant telecommunication service shall be transferred to the subscriber for temporary use;

1.48. **"Emergency (Extreme) Service Numbers"** - emergency (extreme) service numbers provided by the "Regulation of the National Numbering System of Electronic Communications Networks of Georgia" approved by the Resolution #355 of November 18, 2010 of the Government of Georgia, which are given on the website of the service provider;

1.49. **"Working day"** - a day, except Saturdays, Sundays, as well as holidays defined by "legislation";

1.50. **"Regulation"** - Regulation on the provision of services in the field of electronic communications and protection of consumer rights;

1.51. **"Legislation"** - applicable legislative and sub-legislative normative acts of Georgia.

1.52. **Company contact details** - mailing address: Tbilisi, 0112, Tsinamdzgvrishvili str. #95; information service telephone number: (032) 2100100; E-mail: [contact@Silknet.com](mailto:contact@Silknet.com)

1.53. Company Website: [www.Silknet.com](http://www.Silknet.com)

## **2. Subject of the "Agreement"**

2.1. The subject of this Agreement is the provision of mobile communications service (s) and related services by the Company to the Subscriber, the detailed description, terms and tariffs of which are given in this Agreement and / or its annexes (in the relevant tariff plan / plans of the Service (s)), as well as on the Company's website.

2.2. In accordance with the terms of the "Agreement", the «Silknet» transfers to the "Subscriber" a "SIM Card" with a "number" programmed on it and ensures its connection to the «Silknet» mobile telephone network to receive the "services"; E-Sim can also be used to receive the service (s) by the Subscriber. The "Subscriber" is obliged to pay the fee for the "service (s)" provided under this Agreement and is entitled to use the relevant "service (s)";

2.3. the «Silknet» is authorized to determine the maximum duration of a single continuous call, both within the «Silknet» internal network and on the incoming call to another operator (outside the network) and / or from another operator, which will be posted on the Company's website (if any);

2.4. "Subscriber" chooses the desired "promotion", "service tariff" and / or "tariff plan", as well as the method of payment and settlement, which will be activated during the activation of the "number";

2.5. The Subscriber will be able to get acquainted with the terms and tariffs of the promotion, as well as the separate tariff plans on the “the «Silknet»” website;

2.6. The initial activation of the "Number" for the Subscriber of the “Geocell” using the Advance / Credit System will take place no later than three (3) working hours after the signing of this "Agreement" by the Parties;

2.7. The initial activation of "Number" for the Subscribers using the prepaid system "LaiLai" Subscribers will be carried out when the Subscriber makes a minimum deposit amount to the

"Number" account and / or fulfills the conditions specified in the "promotion" (including upon dialing the code of special symbols and/or digits of the "promotion" determined by the «Silknet»);

2.8. By Agreement of the Parties, it is possible to describe in detail / individually the terms of rendering the "service" by executing the "attachment (s)".

### **3. Payment and tariffs**

3.1. Standard tariffs: the cost for using a standart Subscriber Number for the Subscriber using the "Advance / Credit System Geocell" is 4 GEL, for the Subscriber using the "Prepaid system LaiLai" – 4 GEL; eSIM activation cost - 10 GEL; Call Set UP cost – 0.12 GEL; for a telephone call from the Subscriber number to any other local network - 0.24 GEL per minute; sending of one SMS in Georgia is 0.06 GEL, the price of 1 MB is 0.70 GEL. These tariffs are given including taxes. International tariffs are given on the “the «Silknet»” website.

3.2. "112" service fee will be charged in accordance with the #660 Resolution of December 30, 2019 of the Government of Georgia.

3.3. "Subscriber" is obliged to pay the "Service Fee" by depositing money in the cash desk of the «Silknet» customer service centers, as well as by card ("Balance Recharge Cards"), and / or by other alternative means of payment;

3.4. The "Subscriber" is obliged to replenish the "Number" account with at least one GEL, and in case of further replenishment - in any amount, depending on the means of payment (this condition applies only to Subscribers using the "Prepaid LaiLai" system);

3.5. "Subscriber" is obliged to deposit the initial minimum amount of five (5) GEL on the account of the number activated under standard conditions. In all other cases, the account / balance of the "Number" can be replenished in any amount, depending on the means of payment (this condition applies to the purchase of the “GEOCELL” standard / VIP paid number and LaiLai VIP paid number).

3.6. The overpaid amount will be credited to the Subscriber's account, if the Subscriber does not request a refund of this amount;

3.7. The Subscriber agrees that information on the total amount of debt owed to the Subscriber's account is publicly available for third Party payment. Instead of the Subscriber, payment is made by a third Party to the Company without any additional consent of the Subscriber; this condition does not deprive the Subscriber of the right to request at any time a restriction on the right to disclose information about his/her total debt to third Parties;

3.8. In case of non-fulfillment of the financial obligations under the Agreement by the Subscriber, the “the «Silknet»” is entitled to cede the claim in favor of a third Party (for example, a banking institution) and transfer to it the data on the debt of the Subscriber;

3.9. The service report will be submitted to the Subscriber of the service provided on the condition of further payment upon his / her request (including by issuing it from the service centers and sending it to the contact e-mail address). The ways to request and submit a service report and the data contained in it are detailed on the Company's website.

3.10. At the request of the Subscriber, the Company is obliged to provide the Subscriber with a free report of the service (s) (including by issuing from service centers and sending to the contact e-mail address) during the reporting period (for the purposes of this paragraph, the reporting period includes the current month of receiving the service), while the detailed report of the non-reporting period shall be provided to the Subscriber upon request, by paying the fee set by the Company.

3.11. Ways to request and submit a detailed report and the information contained therein, as well as issuance fees are detailed on the Company website.

3.12. At the request of the Subscriber, the Company is entitled to provide the Subscriber with additional data related to the service account at a reasonable rate, if it processes such data for the purpose of providing the service. Such rates will be listed on the Company's website.

3.13. The Company is entitled to request payment of electronic communication and / or other services received by the Subscriber from another operator and / or third Party in case of a

relevant agreement concluded with another operator and / or a third Party, and in case of non-payment, in accordance with the same Agreement and / or the regulation, to restrict and / or terminate telephone network services and / or services related to this service in compliance with the terms and conditions provided for in this Agreement and the regulations;

3.14. In case of **roaming service**, to avoid accrual of unexpected and excessive debt for the "Subscriber":

3.14.1. In case of provision of further services on the condition of real-time accrual of service fees, the "Subscriber" is entitled to determine the maximum financial limit by the procedure given on the Company's website, and activate / deactivate it.

3.14.2. The “the «Silknet»” ensures that the total amount of debt accrued for prepaid services does not exceed 10 GEL. In the absence of real-time payment of the service fee, the “the «Silknet»” (as its own operator) is obliged to notify the Subscriber as soon as it receives data on debt accrual;

3.14.3. The “the «Silknet»” (as its own operator) ensures that the relevant message is sent to the "Subscriber"'s mobile device (eg.: via SMS or USSD or other means) when using the roaming service with real-time accrual of the service fee, when:

3.14.3.1. It is expected the expiration of the financial limit set by the Subscriber in accordance with sub-paragraph 3.14.1 of the Agreement (notification is sent before the limit expires);

3.14.3.2. The Subscriber balance expires, or the volume of services received will reach 80-95%, or in the case of aggregate services the volume of services recently purchased will reach 80-95%;

3.14.3.3. The financial limit / balance / volume of services provided for in paragraph 3.14.1 of the Agreement is fully exhausted;

3.14.4. If, due to the host operator, it is not possible to monitor the costs, the “the «Silknet»” (as its own operator) notifies the "Subscriber" that the information on the costs of the service, as well as the condition that the amount of the cost of the service should not exceed the

specified financial limit, is not available.

3.15. Roaming network connection is made at the request of the Subscriber.

3.16. The “the «Silknet»” (as its own operator) uses the following rule of charging the fee of the service provided when the Subscriber uses the roaming (if the host operator allows it):

3.16.1. Voice service - based on seconds rounding;

3.16.2. SMS service - by unit;

3.16.3. Internet service - based on rounding with MGBT;

3.16.4. Multimedia message - per unit, or can be calculated as 1MB of Internet services.

3.17. In order to fulfill the obligation set out in the paragraph 3.16 of the Agreement, the Company, acting as its own operator, is obliged to offer an authorized host operator operating in an EU Member State the mutual application of the fee accrual rule for the services provided for in paragraph 3.16 of this article. If the host operator rejects the offer of its own operator specified in this paragraph, then the paragraph 3.16 will not apply to the Company as its own operator.

## **4. Rights and obligations of the Parties**

### **4.1. the «Silknet» is obliged to:**

4.1.1. Connect the "Subscriber" to the «Silknet» mobile communication network and provide the "service" with the mentioned mobile communication network in the territory of the network coverage zone. Information on the «Silknet» mobile network coverage is available and periodically updated on the «Silknet» Website (however, due to radio signal propagation and mobile technology features, it is not possible to determine the exact coverage area / zone, so service interruptions and / or delays may occur in the mobile coverage area / zone published by the «Silknet»), and the "Subscriber", in turn, is obliged to choose the desired

"Service Tariff Plan" and / or "Promotion" (package) in accordance with the terms of the "Agreement";

4.1.2. To provide quality service to the Subscriber in accordance with the conditions defined by the Agreement and the Regulations. In addition, the quality settings offered by the “the «Silknet»” are: Internet Service Latency <400 milliseconds; Voice Call Setup Time <30 seconds;

4.1.3. To eliminate damages in accordance with the rules and terms defined by the Agreement, Regulations and other normative acts of the Commission;

4.1.4. Periodically inform the "Subscriber" about the news / activities related to the "Service" by short text message or other means of communication;

4.1.5. Clearly reflect the term of the promotion and all its conditions in each specific promotion.

4.1.6. In accordance with the terms and conditions set forth in the Regulations and the Agreement, notify the Subscriber of changes in the Terms, Conditions and Tariffs used by the Subscriber. In this case, the “the «Silknet»” is entitled to determine, in compliance with the terms of the Regulations, one and / or several of the notification forms specified in the same Regulations, which will be used to effectively inform the Subscriber.

4.1.7. To fulfill the obligations under the Agreement in good faith and properly;

4.1.8. Individually notify - in accordance with the rules and deadlines established by the applicable legislation - the Subscriber about the expected (planned) restriction of the service and / or early termination of the service at the initiative of the Company;

4.1.9. the «Silknet» is obliged in case of full repayment of the service fee by the Subscriber, on the basis of the Subscriber's request to return to him/her the unspent amount placed on his/her roaming service deposit. The remaining amount of the deposit will be refunded at the request of the Subscriber within 35 days from the date of disconnection of the roaming service.

**4.2. the «Silknet» is authorized to:**

4.2.1. Require the Subscriber to fulfill the conditions stipulated in this Agreement properly and in good faith;

4.2.2. Request the Subscriber to compensate the damage / loss caused to the Company by non-fulfillment of the obligations under this Agreement.

4.2.3. Define the terms and conditions of consumption of specific types of "Services" in accordance with applicable law.

**4.3. "Subscriber" is obliged to:**

4.3.1. Pay the service fee in full and within the timeframe set by the Agreement / annexes;

4.3.2. Keep "Service Codes" (PIN / PUK), passwords and SIM card (s) related to the Service in a safe place so that the "Services" are not used by "third Parties". In addition, the "Customer" has no right to manipulate the SIM cards in any way;

4.3.3. Notify the “the «Silknet»” as soon as possible (notification must be made to the “the «Silknet»” Customer Service Center and / or the person authorized to do so) of damage, service interruption and / or loss of SIM card. Before providing such information to the “the «Silknet»”, any call made from the Subscriber number and / or any services falls under the responsibility and paid by the Subscriber.

4.3.4. Not to allow the services connection to the actions or schemes carried out for the unauthorized handling of international or other paid traffic associated with Fraud and / or Fraud, as well as protect its own or temporary used terminal connected to the Company's network from any unauthorized connection and use; also, not to allow any change the numbering resource allocated by the Company to him/her. The Subscriber unconditionally recognizes any kind of debt and / or loss incurred as a result of the mentioned actions.

4.3.5. In case of dispute related to the incoming or outgoing traffic and / or other types of calls

and the accrued and payable fees, to pay the relevant settlement month amount in full, according to the report submitted by the Company, within the period prescribed in the Agreement, and in case of dispute resolution in favor of the Subscriber by the Commission/court, the Subscriber shall be entitled to request a recalculation of the paid part of the disputed amount in accordance with the decision of the dispute resolution body, which must be satisfied by the Company, in accordance with the established rule;

4.3.6. The Subscriber is obliged to ensure that the use of the services:

4.3.6.1. Shall not harm the “the «Silknet»” or any third Party;

4.3.6.2. Shall not cause disruption / malfunction of the “the «Silknet»”s network or "services", including through massive implementation of unwanted calls / messages to recipients, mass distribution of so-called "Spam," viruses, etc .;

4.3.6.3. Shall not infringe the copyright, neighboring or other intellectual property rights of the “the «Silknet»” or any third Party;

4.3.6.4. Shall not contradict the law.

4.3.7. In case of the “the «Silknet»”s request, reimburse it the damage caused by non-fulfillment of the obligation specified in the paragraph 4.3.4.;

4.3.8. Agree (without further acceptance and / or consent) to the change of the numbering resource allocated to it by the “the «Silknet»”, if such change is caused / stipulated by a relevant act issued by the “the «Silknet»” or/and another authorized body. If the Subscriber does not agree to these changes, the “the «Silknet»” is entitled to terminate the Agreement in accordance with the terms of the same Agreement and the Regulations.

4.3.9. Fulfill properly and in good faith the obligations under the Agreement and / or its annexes;

4.3.10. In case of termination of the Agreement, return to the Company the terminal equipment transferred to it for temporary use (if any) within the term and conditions specified in the Agreement;

4.3.11. At the request of the Company, to compensate it for any damage caused by non-compliance with the obligations under this agreement;

4.3.12. In case the "Subscriber" carries out massive commercial messages / notifications, the latter is obliged to sign a relevant agreement with the «Silknet».

#### **4.4. The Subscriber is entitled to:**

4.4.1. Choose the type of service he / she prefers and the relevant tariff plan in accordance with the terms of the Agreement and its annexes;

4.4.2. Request from the “the «Silknet»” the provision of the services provided by it under this Agreement, in accordance with the terms and conditions provided for herein;

4.4.3. Notify the “the «Silknet»” of any damage, as well as non-compliance of the quality of Internet services with the parameters set forth in this Agreement, and request their elimination in accordance with the terms and conditions set forth in this Agreement / established by law.

4.4.4. After the termination of the "Service" in accordance with the terms and conditions of this Agreement, in accordance with the terms set forth in the "Agreement" to request the “the «Silknet»” to refund the advance amount on the "Number" account before the expiration of the claim. The overpaid amount will be refunded by the Company no later than 10 (ten) days after receiving the Subscriber's application, to the bank account specified by him/her (the Subscriber must submit bank details in the form of a document issued by the bank);

#### **5. Terms of restriction and termination of services**

5.1. Restriction, restoration and termination of services shall be carried out in accordance with this Agreement and the Regulations;

5.2. The provision of service (services) may be **restricted at the initiative of the Company** in the following cases:

5.2.1. In case of non-payment (arrears) of the service (s) provided for in this Agreement and received by the Subscriber, as well as the mandatory deposit, within the timeframe specified in this Agreement and the relevant tariff plan;

5.2.2. If the «Silknet» has a reasonable suspicion that the services provided to the Subscriber are used for the purposes specified in the article 4.3.4 of the Agreement, during which the “the «Silknet»” is entitled to immediately restrict all and / or any services provided to the Subscriber under one or more agreements;

5.2.3. If, despite “the «Silknet»”s warning, the Subscriber uses the "Services" in such a way that the terms of the Agreement are violated and / or this action is contrary to the applicable legislation;

5.2.4. When carrying out planned preventive works by the Company, in accordance with the rules established by the Regulations, subject to prior notification of the Subscriber;

5.2.5. In case of reasonable suspicion that the Subscriber is sending massive commercial messages / notifications; in this case, the “the «Silknet»” is entitled to request the Subscriber to conclude the agreement provided for in the paragraph 4.3.12. In case if the agreement provided for in the paragraph 4.3.12 is not concluded by the Subscriber, the “the «Silknet»” shall be entitled to terminate the Subscriber Agreement with the Subscriber. In case the Subscriber concludes with the «Silknet» the agreement provided for in the paragraph 4.3.12, restricted service for the Subscriber will be restored within 3 (three) hours after the signing of the contract provided for in paragraph above (however, in the event that a Subscriber complains about sending massive commercial messages / notifications, the Subscriber is obliged to prove that he / she has not sent these commercial messages / notifications and submit the relevant evidence. In case of dispute, with the Subscriber's consent, the “the «Silknet»” is authorized to check the content of the transfers; to limit the outgoing call to the number in case of expiration of the advance and / or credit (limit) and / or prepaid amount; to allow a negative balance on the Subscriber number of the prepaid, credit and prepaid system);

5.2.6. In other cases specified in this Agreement and the legislation.

**5.3. Services may also be restricted / discontinued in the event of a balance / term expiration / non-replenishment, in the following cases:**

5.3.1. Restrict outgoing calls to the number of the Subscriber using the "Advance / Credit System" "Geocell" for a period of thirty (30) days, if the balance on the number is expired. During this thirty-day period, the Subscriber will be able to receive only incoming calls, use active voice, SMS, MMS and internet bonuses, use unlimited packages / services, some free services of the «Silknet», as well as to use emergency numbers. After the expiration of the mentioned thirty-day period, the service on the number will be restricted bilaterally, the two-way restriction of the "service" does not imply the restriction on the use of emergency numbers;

5.3.2. If a Subscriber using Geocell Advance / Credit System does not use the “the «Silknet»” paid services or incoming calls continuously for five (5) months, does not spend bonuses, does not replenish the balance, the Agreement may be terminated unilaterally within the sixth month and dispose of the number at its discretion;

5.3.3. Within ninety (90) days after the last depositing of the amount to the number by the Subscriber using the LaiLai prepaid system to enable the Subscriber to make / receive calls and use all activated services on the "Subscriber Number" if there is enough money to use such service, and in case of expiration of this amount, to restrict the service (disconnect the number unilaterally), during which the Subscriber of the "prepaid system LaiLai" will be able to receive only incoming calls, use voice, SMS, MMS and internet bonus, unlimited packages / services, use the «Silknet» free and / or emergency numbers;

5.3.4. Within thirty (30) days from the ninety first (91) day of the last depositing of the amount to the number by the Subscriber using the LaiLai prepaid system (regardless the existence of the amount on the number), to restrict the service (disconnect the number unilaterally). In such case the Subscriber will be able to receive only incoming calls, use active voice, SMS, MMS and Internet bonuses, use unlimited packages / services, use some free services of the «Silknet» and / or emergency numbers;

5.3.5. If within 120 (one hundred twenty) days from the day of the last depositing of the amount to the number a Subscriber using Geocell Advance / Credit System does not use replenish the number account, the service may be terminated on the one hundred twenty first (121) day (disconnect the number bilaterally). (The Subscriber using the prepaid system LaiLai will be able to deposit any amount of money on the number account within the next thirty (30) days and mutually activate the number);

5.3.6. In case of absence of the amount on the number account when the Subscriber using the prepaid system LaiLai is in roaming, to restrict the incoming calls depending on the specifics of the prepaid system;

5.3.7. From the one hundred and fifty-first (151) day, to automatically cancel the Agreement, if the Subscriber using the prepaid System LaiLai does not deposit the amount to the number account within one hundred and fifty (150) days after the last depositing. In addition, the “the «Silknet»” is obliged to refund the unspent amount on the Subscriber’s number to the Subscriber within 10 (ten) days upon the written request of the latter. the «Silknet» is entitled to deduct from the unspent money the expenses related to the refund to the Subscriber;

5.3.8. From the one hundred and fifty-first (151) day, to automatically cancel the Agreement, if the Subscriber using the prepaid System LaiLai does not activate the number within one hundred fifty (150) days after the signing of the Subscriber Agreement.

5.3.9. In case of restriction of the Subscriber's number by the «Silknet», in the event of full repayment of the loan (limit) amount and / or full payment of the advance amount, the restriction on the number shall be canceled within maximum 3 (three) hours after payment (in case of any misunderstanding, the Subscriber shall pay the advance amount to the extent, that is necessary for the balance to become positive).

5.3.10. In case of unilateral restriction of the service, the «Silknet» is obliged to enable the Subscriber of the general telephone communication service to make calls to the emergency service numbers and the «Silknet» hotline and to receive incoming calls, as well as SMSs, in in the event of mutual restriction of the service – to make calls to the emergency (extreme) service.

5.4. the «Silknet» is obliged to ensure the restoration of the restricted service no later than 24 hours after the elimination of the reasons for the restriction.

**5.5. Termination of the Agreement is possible:**

**5.5.1. By the agreement of the Parties;**

**5.5.2. At the initiative of the «Silknet»,**

5.5.2.1. In case of violation of the terms and conditions of the Agreement by the Subscriber, subject to sending an individual notice to the Subscriber about the termination of the Agreement, in case of non-elimination of the grounds for restricting the service (s) within the timeframe specified in this Agreement;

5.5.2.2. In case of refusal (disagreement) to the change / additions to the agreement by the Subscriber within the timeframe set forth for this purpose and duly indicated in the individual notification sent to the Subscriber about unilateral changes/additions to the Agreement by the Company.

5.5.3. At the initiative of the Subscriber, by applying for termination of the Agreement to the Company's Service Centers, on the condition of full repayment of the debt/any payable sum arisen as a result of the service (s) (received/rendered) envisaged by the Agreement as well as repayment of any other liabilities under the Agreement (including the return of the terminal device (if any) transferred to the Subscriber for a temporary use). The Subscriber shall not be charged to pay additional payables (ex.: a fine due to the unilateral termination of the Subscriber Agreement), if he/she terminates the Agreement unilaterally due to such change from the part of the Company, that results in a deterioration of the terms of service.

5.5.4. By **porting** to the network of another operator of the number transferred to the Subscriber in a temporary use in accordance with the rules defined by this Agreement and the Regulations;

5.5.5. **Due to the death and / or liquidation of the Party;** in such a case, the Agreement shall be deemed terminated from the moment when the mentioned fact becomes known to the “the

«Silknet»” in accordance with the established rules and the relevant information / documentation on the death and / or liquidation of the Party is submitted. To rule out any misunderstandings, the information is considered submitted if a document on the death and / or liquidation of the Party is issued and certified by an authorized state body. From the date of receipt of the Death / Liquidation Certificate by the “the «Silknet»” / submission to the “the «Silknet»”, the latter (“the «Silknet»”) shall be entitled to terminate the Subscriber Agreement or re-register the Number to a Third Party holding the privileged rights and obligations (in case of presence of several such persons – to one of them upon applying);

5.6. In case of termination of the Service and / or Agreement, the Subscriber is obliged to fully repay the debt (if any) and fulfill other obligations specified in the Agreement and not fulfilled at the time of termination (if any);

5.7. In case of termination of the Agreement, the «Silknet» is entitled to use the amount on the Subscriber's roaming deposit to repay the debt, if any.

5.8. In case of a relevant agreement concluded with another operator and / or another person, to request the Subscriber the payment of electronic communication services and / or other services received by the Subscriber from another operator and / or other person and in case of non-payment, to restrict and/or terminate the Service in accordance with the Agreement and / or the Regulations;5.9. The “the «Silknet»” reserves the right to disregard the timeframes for restriction and termination of this Agreement if the Subscriber's actions endanger the operation, integrity or security of the «Silknet»'s public utility network or restrict the ability of other Subscribers to use the services provided by the “the «Silknet»” or by using the electronic communication network or the service harms or poses such a threat to the “the «Silknet»” or its users. The obligation to comply with the restriction period also does not apply if the Subscriber does not fulfill the terms of the installment agreement, which should be reflected in the installment agreement;

## **6. Confidentiality and personal data protection**

6.1. The Parties are obliged to protect the confidentiality of any information received from the other Party, except in exceptional cases specified in this Agreement and provided for by the legislation of Georgia;

6.2. The obligation to protect privacy does not apply to information:

6.2.1. Which, without violating the legislation of Georgia, was known to the receiving Party before the relevant information was provided by the other Party;

6.2.2. Which is disclosed by the Parties in compliance with the requirements of the legislation of Georgia (including the exercise of rights by a Party in a judicial order);

6.2.3. Which can be obtained from other sources, including publicly available;

6.2.4. Which is or will become available to a third Party by written agreement of the Parties, including under this Agreement;

6.2.5. Which the Company is obliged to disclose in case of application to the authorized body (Commission, court, investigative bodies, etc.), if there is a relevant ground established by the legislation of Georgia.

6.3. The Subscriber grants the Company the unconditional right to transfer information about the Subscriber to its legal successors, or other authorized persons, without additional prior or subsequent consent / acceptance, in order to offer different types of services to the Subscriber, provided that:

6.3.1. Such information is limited to information that is necessary to offer such services and / or for the purposes specified in the Agreement;

6.3.2. Recipients of the information will comply with the above provisions regarding the confidentiality of information.

6.4. The Parties agree that the Subscriber's personal code / PIN code is confidential information, which is transferred / protected under the responsibility of the Subscriber; Accordingly, any action performed through the Subscriber's personal code and / or PIN code is

considered to have been performed by the Subscriber and the Subscriber is fully and solely responsible for any consequences of such action.

6.5. In order to eliminate any ambiguity and doubts, the Subscriber is obliged to get acquainted with the rules of the use before using the PIN code / personal code, which is posted on the Company's website, respectively, use of the PIN code/personal code (name or software input) by the Subscriber / user for the purchase / restrict / suspend / cancel of the product or the services or for other purpose means that the Subscriber / user fully knows and agrees to the terms of purchase / restriction / suspension / cancellation or use of the relevant product / service at the time of use of the PIN code / personal code.

6.6. To use the service, the Company provides the Subscriber with a Subscriber number, password and / or other codes. The Company may modify such data for technical, operational or other purposes or because of regulations or decisions issued by government agencies. The Subscriber shall be informed about such changes within the set timeframe. The Subscriber has no right to this data after the termination of the Agreement, unless otherwise provided by law;

6.7. By signing this Agreement, the Subscriber grants the Company the right to verify his/her (Subscriber) personal information in the database of the LEPL State Services Development Agency. The Subscriber also consents that the Company is entitled to verify the information required for the Subscriber's creditworthiness or other purposes in another relevant database / register.

6.8. The Subscriber agrees with the Company to process the existing personal data about him/her (the Subscriber) in accordance with the paragraph “d” of the article of the Law of Georgia on Personal Data Protection, which implies any action taken against the data using automatic, semi-automatic or non-automatic means;

6.9. **Physical person - Subscriber** agrees to process and use his/her personal data by the Company for the benefit of the Company, including issuing / disclosing the processed personal data of the Subscriber to third Parties for the delivery of its own marketing, advertising, informational or other commercial purposes information. In case of refusal to deliver the Subscriber's personal data for processing the marketing, advertising, informational or other

commercial purposes information the Subscriber is entitled to declare such refusal in writing or electronically before the signing of this Subscriber Agreement and / or at any time after the signing and the effectiveness of the Subscriber Agreement;

6.10. **Physical person - Subscriber** consents to the Company to process his/her (Subscriber's) personal data in favor of third Parties in accordance with the paragraph "d" of the article 2 of the Law of Georgia on Personal Data Protection, including issuing / disclosing personal data of the Subscriber to third Parties for the purpose of providing marketing, advertising, informational or other commercial information to third Parties. In case of refusal to process the Subscriber's personal data for marketing, advertising, informational or other commercial purposes, the Subscriber is entitled to declare such refusal in writing or electronically before signing of this Subscriber Agreement and / or at any time after the signing and effectiveness of the Subscriber Agreement;

6.11. The Subscriber agrees to the Company to indicate his / her personal / contact data in the Company's Subscriber Directory (including public printed and / or electronic directory) and to provide the Subscriber data indicated in the Directory by the Company for rendering the information services to the third Parties. In case of refusal to indicate the Subscriber's personal data in the Subscriber Directory (including public printed and / or electronic directory) and delivery of the Subscriber data indicated in the Directory by the Company for rendering the information services to the third Parties, the Subscriber is entitled to make such a rejection in writing or electronically before signing of this Subscriber Agreement and / or at any time after the signing and effectiveness of the Subscriber Agreement;

6.12. The Subscriber has no right to transfer to any third Party any obligation or right granted to him/her under the Agreement without the prior consent of the Company (except for the obligation to pay the service fee by the Subscriber). Any action and / or transaction performed by the Subscriber for this purpose without the prior consent of the Company is void and does not entail legal consequences, except in cases explicitly defined by law. This does not exclude the right and authorization of the Company, despite the absence of its prior consent, to accept the fulfillment of the obligation from a third Party. In this case, obtaining the consent of the Subscriber to accept the fulfilled obligation is not required from the Company.

6.13. A Legal Entity - Subscriber consents to the Company to use its (Subscriber) contact information to provide marketing, advertising, informational or other commercial information for the benefit of the Company and / or third Parties. The Legal Entity - Subscriber also consents and confirms that the Company has the right to send to the Subscriber numbers allocated to the Legal Entity - Subscriber under the Agreement the SMS messages of marketing, advertising and information or other commercial purposes.

6.14. The Subscriber has no right to transfer or assign to any third Party any obligation or right granted to it without the prior consent of the Company (except for the obligation to pay the service fee by the Subscriber). Any action and / or transaction performed by the Subscriber for this purpose without the prior consent of the Company is void and does not entail any legal consequence, except in cases explicitly defined by law. This does not exclude the right and authorization of the Company, despite the absence of its prior consent, to accept the fulfillment of the obligation from a third Party. In this case, obtaining the consent of the Subscriber to accept the fulfilled obligation is not required from the Company.

6.15. Subscriber has the right to refuse data processing at any time, for which he/she must notify the “the «Silknet»” in writing, in accordance with the terms of the Agreement.

6.16. In order to use the service, the Subscriber provides the «Silknet» with his/her accurate personal information. The Subscriber is obliged to check the accuracy of the data in the Agreement and confirm it by signing this Agreement, as well as to keep a copy of the Agreement designated to him/her;

6.17. The Subscriber is obliged to immediately inform the «Silknet» about any change to the personal / identification / contact information mentioned in the Agreement in accordance with the established rules;

6.18. To use the "Service", the «Silknet» provides the Subscriber with a Subscriber number, password and / or other codes ("Identification Data"). the «Silknet» may modify the "Identification Data" for technical, operational or other purposes or because of regulations or decisions issued by government agencies. The Subscriber will be informed about such changes

within the prescribed timeframe. The Subscriber does not have any right to the "identification data" after the termination of the Agreement, unless otherwise provided by law;

6.19. By signing this Agreement, the Subscriber grants the «Silknet» the right to verify his/her (Subscriber) information / personal information in the database of the LEPL "Public Service Development Agency". The Subscriber also agrees that the «Silknet» is authorized to verify the information required for the purpose of assessing the creditworthiness of the Subscriber or for other purposes in another relevant database / register.

6.20. In case of loss of the SIM card, the Subscriber can apply to any the «Silknet» service center or, if this is not possible, call from any mobile number and, after passing the proper identification, request a temporary blocking of the number. The number can be unlocked by visiting the service center or calling from the same contact number from which the number was blocked. The blocking service is free.

## **7. Liability of the Parties, compensation of damages and compensation mechanisms**

7.1. The Parties are responsible for the proper and conscientious fulfillment of the obligations under this Agreement;

7.2. the «Silknet» is not responsible for:

7.2.1. The quality of service, if the defect is caused by a software virus or if the deterioration of the quality of service is caused by the telecommunication terminal device owned by the Subscriber, or the device transferred to the Subscriber for temporary use (if any), also in case of damage due to the Subscriber.

7.2.2. The information provided by the Subscriber in the network and / or the content of the information posted on the website;

7.2.3. Damage / loss caused to a third Party due to the fault of the Subscriber;

7.2.4. Other cases provided for in this Agreement;

7.3. In order to receive the services specified in this Agreement, the Subscriber has the right to use its own terminal devices in accordance with the requirements defined by law, unless the use of the terminal device in the «Silknet» network is restricted by the «Silknet» under the legislation, which (if any) is published on the Company's website. If a user-owned terminal device damages the Company's network or causes harmful interruptions in its network, the Company has the right to terminate the service.

7.4. The Company is entitled to claim damages/loss from the Subscriber, if it is caused directly by the actions of the Subscriber or any person who receives the service(s) provided by this Agreement;

7.5. The Subscriber is entitled to claim damages if it is caused by the «Silknet»'s fault; the damage that was previously known as probable to the «Silknet» and is a direct result of the damaging action is subject to compensation. However, the damage must be confirmed in accordance with the rules established by law. The Company is not liable for any losses incurred in the transmission of data (s) / information during the Customer 's use of the Services. In addition, the Company is not liable for any damages caused by software viruses, data transmission delays, destruction or loss of User data, as well as in cases of causing damage to the third Party through the fault of the Subscriber;

7.6. The Company is entitled to refuse to fulfill its obligations until the fulfillment by the Subscriber of his/her matured but unfulfilled liabilities;

7.7. In addition to the penalties specified in the Agreement, in order to avoid the harmful consequences due to the nonfulfillment of the obligations undertaken by the Subscriber and other obligations specified herein, the «Silknet» may set penalties that should be commensurate with this purpose and information on how to use and the amount of which is provided to Subscribers, both by individual notice and by posting on the Company's website;

7.8. The Subscriber is obliged to pay the relevant market value of the terminal equipment (if any) transferred to the Subscriber for temporary use by the Company, in case of their damage / destruction during the service (s) or in the event of its non-return;

7.9. the «Silknet» is obliged to provide compensation in the form of recalculation of the fee of the service not delivered in case of non-delivery and/or delivery with the defects of the services and do the mentioned in accordance with customer's application and the decision made by the Company. "Subscriber" is entitled to receive compensation from the «Silknet», which will be transferred to "Subscriber" only on its "Subscriber Number" account. The amount to be transferred is calculated as follows: average daily cost according to the amount charged and paid for the relevant service (s) (except roaming service) in the previous three (3) calendar months before the Subscriber is entitled to compensation - multiplied by the number of full calendar days subject to compensation when the Subscriber did not receive the service.

7.10. the «Silknet» is entitled to offer a compensation mechanism to the Subscriber, alternatively and individually, in order to increase the loyalty of the Subscribers, for the services not provided to the Subscriber or for the services provided to the Subscriber that do not comply with the terms of the service under the Agreement.

7.11. Imposition of any fine / penalty under the Subscriber Agreement on the other (infringing) Party is the right of the respective (non-infringing) Party and not an obligation.

## **8. Complaints / claims and disputes**

8.1. The basis for restoration of the violated right of the customer is a complaint, which may be submitted by:

8.1.1. Customer (end user / Subscriber who uses or intends to use the services provided through electronic communications networks and facilities for his / her own consumption and does not intend to sell it further to another customer);

8.1.2. Authorized representative of the customer;

8.1.3. Other interested Parties, in cases precisely defined by the legislation of Georgia. An interested Party is any person whose interests are directly and openly related to the services provided by the Company and who may be harmed by the services due to the service provided by the «Silknet» in violation of the terms of the Subscriber Agreement.

8.2. The customer's complaint will be submitted to the Company's "Complaints Department":

8.2.1. In writing, to the following postal address of the service provider: Tsinamdzgvrishvili #95; 0112, Tbilisi, as well as to the service centers of the Company;

8.2.2. To the e-mail address of the service provider: [contact@Silknet.com](mailto:contact@Silknet.com)

8.2.3. Company website: [www.Silknet.com](http://www.Silknet.com)

8.2.4. Orally, by the free 24/7 Hotline: (032) 2100100, 110110.

8.3. From the moment of registration of the Subscriber's complaint and claim application, the relevant service of the Company starts processing the complaint / claim based on the Statute of the Company's complaints department;

8.4. The review of the Subscriber's complaint and claim and the decision should be made no later than 15 (fifteen) days after the registration of the complaint / claim, and the decision should be sent to the Subscriber within 5 (five) days after the decision is made. The decision may be appealed to the Commission, the Public Defender's Office or the court. During the period of review of the complaint / claim, the Company is not obliged to provide continuous service to the customer (s);

8.5. Based on the trial of the complaint, one of the following decisions shall be made:

8.1.1. On the full satisfaction of the complaint

8.1.2. On the partial satisfaction of the complaint

8.1.3. On the rejection of the complaint;

8.6. The Subscriber will be notified about the decision made based on the review of the complaint / claim in the following form:

A) The decision to refuse to satisfy the complaint is sent to the customer in one of the following forms (the fastest form of delivery of the decision to the Subscriber is preferred):

Aa) To the postal address,

Ab) By e-mail,

Ac) Through communication platforms, including Viber or Messenger or WhatsApp;

A.d) Through the Internet, by uploading a link, which is sent to the Subscriber via SMS to the contact mobile number,

Ae) By personal delivery to the Company's office or service center (with the customer's consent / request);

B) The decision on partial satisfaction of the complaint is sent to the customer using the same forms that are used to deliver the decision on the rejection of the complaint;

C) The decision on full satisfaction of the complaint may be notified to the customer orally or by SMS to the contact telephone number indicated by him/her;

8.7. If the Subscriber does not have any of the above communication forms or in case the Subscriber did not provide the Company with an email address or provided with the incorrect one (cannot be sent) and the decision was not delivered to the postal address specified by him, the Company is entitled to use the oral form of informing the Subscriber to get acquainted with the decisions on refusal to satisfy the complaint or on partial satisfaction of the complaint in order to timely inform the Subscriber;

8.8. The Parties will try to settle the dispute amicably. The Parties have the right to apply to the court to resolve the dispute. The Subscriber is entitled to apply to the Public Defender, the Commission or the court to discuss the dispute;

8.9. When the "Services" are used to purchase "Third Party" products and services and / or for any purpose to pay them any amount and / or value, the purchase of such services and / or products and / or payment of the amount / value is governed by the separate agreement executed by and between the third Party and the Subscriber. If the Subscriber has a claim and wants to file a complaint / claim for using this service in this form / purpose, this can not be applied to the «Silknet», as the use of the service to purchase a product and / or service of a

third Party and / or money payment was made on the basis of a separate agreement between the Subscriber and the third Party and the terms set by the third Party.

## **9. Conditions and Terms for Damage Elimination**

9.1. Damage is any fact of breach of connection, which is confirmed by the service provider, the interviewing of the customer (Subscriber), and which restricts one of the services offered. Damage shall be remedied by the Company in accordance with the terms and conditions set forth in this Agreement and the Regulations;

9.2. In case of damage, the Subscriber will submit a written application to the «Silknet» Service Center or leave an oral message on the phone number - (032) 2 100 100 or 110110;

9.3. The Company, on the basis of the Subscriber's application / notification, at the same time opens the damage ticket, where a brief description of the damage is given. The damage ticket shall describe all the measures taken to eliminate the damage, with an indication of the exact time;

9.4. The duration of the damage is considered to be the period of time from the moment the customer submits the application for damage to moment of its elimination (excluding days off and Sundays) or to the moment of receiving any service specified by the Subscriber under this Agreement;

9.5. the «Silknet» Damage Division records any written or oral statements received from the Subscriber. The statement of the "Subscriber" will not be considered as damage if the service is restricted for one of the reasons specified in the sub-paragraph 9.6 below;

9.6. Damages will not be considered the interruption / delay in the mobile communication connection for the following reasons:

9.6.1. Carrying out planned or emergency reconstruction and preventive works in the network, updating, modifying the network elements / components, as well as the billing system software, which serves, inter alia, the maintaining / improving the quality of service or

introducing new technologies or is intended to ensure network security;

9.6.2. Interruptions or inaccessibility to third-Party networks or connection nodes administered or controlled by third Parties; also any damage, defect, interruption and / or other circumstance caused by damage to the third Party software, application, terminal device or SIM card transmitted to the Subscriber or if the Subscriber uses terminal devices that do not comply with the technical norms to receive services;

9.6.3. Service interruption to ensure the number porting process;

9.6.4. Restriction of service due to non-payment of service fee;

9.6.5. Mobile network disconnection due to power outage / interruption;

9.6.6. Cyber attack / hacker attack;

9.6.7. Service interruption / delay is caused by non-standard number of Subscribers at a specific location and / or unusual / non-standard increase in service consumption;

9.6.8. Service interruptions and / or delay is caused by natural features of mobile technology and radio signal propagation, including atmospheric, landscape, and / or other natural circumstances (including loss of radio signal or interruption of service in buildings, tunnels, and / or other underground facilities);

9.6.9. Mobile network shutdown due to force majeure circumstances.

9.7. In the event of a large-scale accident, as well as other unforeseen circumstances that make it impossible to provide services, the Company warns customers through the Company's social platforms and / or website. Upon notice, the Company is obliged to inform the Subscribers about the reason and duration of the termination. Once the Company has become aware of the type of damage, it is also obliged to publish information on the reason for the termination of the service and the estimated duration;

9.8. Complaints (claims) related to the terms and conditions of remediation of damage are trialed in accordance with this Agreement and the Regulations; when reviewing a customer's complaint (claim) for remediation of damage, the damage ticket is the main written evidence.

## **10. Force majeure**

10.1. 10.1. The Parties to the Agreement are released from liability in case of force majeure for full or partial non-fulfillment of their obligations, during which it is impossible to fulfill the obligations under the Agreement. “Force Majeure” means the circumstances, which did not exist at the time of the conclusion of the Agreement and the occurrence or impact of which the Parties could not have avoided and overcome. Circumstances of force majeure include natural disasters (floods, earthquakes, fires, etc.), explosions (including acts of terrorism or sabotage), hostilities (including civil unrest and strikes), and acts, issued by the government which substantially impede the fulfillment of obligations under the Agreement, pandemic, epidemics, etc.;

10.2. If the above circumstances directly affect the terms of fulfillment of the obligations under the Agreement, these terms will extend in pro rate to the validity of these circumstances. The Party to the Agreement, for whom due to force majeure circumstances it becomes impossible to fulfill the obligations, shall be obliged to inform the other Party to the Agreement publicly or individually. In case of non-notification or late notification, the Party to the Agreement loses the right to rely on the existence of force majeure circumstances as a basis for release from liability.

## **11. Special conditions for number porting**

11.1. Upon porting the number to the «Silknet»'s network, this Agreement shall enter into force on the date specified on its front page only if the «Silknet» receives confirmation of port number portability from the donor operator. The reason for the negative response to porting from the donor operator will be known to the Subscriber by a short text message within ten

(10) working hours after the «Silknet» receives a negative response from the donor operator;

11.2. The Subscriber pays the debt to the donor operator no later than three (3) working days after the «Silknet» informs the Subscriber by short text message, otherwise the service on the ported number will be restricted (if the Subscriber does not repay the debt within two weeks after porting) and the restriction will be canceled in case of full repayment of the debt to the donor operator by the ported Subscriber;

11.3. In case of porting from the «Silknet» network, the receiving operator will be notified by the «Silknet» about the period for repayment of debts by the ported Subscriber, which the Subscriber can repay only in the «Silknet» service offices. In case of non-payment of debt, the service on the ported number will be restricted;

11.4. Other details of porting are posted on the Company website.

## **12. Communication between the Parties**

12.1. Communication by the Company with the Subscriber is done publicly or individually;

12.2. Public communication of the Company with the Subscriber is carried out by posting public information (announcement) on the Company website, using press and mass media, as well as displaying the relevant announcement / information in the Company's service centers and / or other service points;

12.3. Individual communication with the Company's Subscriber is carried out by sending an individual (including written) notice:

12.3.1. At the address (s) specified in the Agreement;

12.3.2. To the e-mail address (s) specified in the Agreement by the Parties;

12.3.3. By automatic and / or non-automatic telephone notification to any telephone number specified in the Agreement by the Subscriber (including both fixed and mobile network

number);

12.3.4. By sending a short text message to the Subscriber on the telephone number specified in the Agreement;

12.3.5. Any other technical means that enable the user to confirm the fact of receiving the message.

12.3.6. By other means / rules established by the legislation of Georgia.

12.4. The message sent by the Company to the main and / or alternative mobile phone number (s) and / or e-mail address (s) specified by the Subscriber shall be considered received from the moment of confirmation of the fact of sending the message by technical means. Failure to receive the notice shall not release the Subscriber from fulfilling the obligation specified for him/her in accordance with this Agreement;

12.5. The Subscriber confirms that the registration and contact information provided by him / her is correct and genuine; The Subscriber undertakes to immediately inform the Company about the change of contact information through the hotline of the Company: (032) 2 100 100 or 110110 or by submitting a written application to the service center; otherwise, the Company disclaims any liability for any possible damage or loss resulting from the failure to get acquainted with the notification sent to the Company's last known address/contact telephone number specified in the Agreement;

12.6. the «Silknet» is obliged to restrict the service to the Subscriber of further payment, provided that the notification about the expected restriction is sent no later than 3 (three) days in advance. This term does not apply if the credit limit is expired before the notice period expires. The Subscriber will be notified about the expected expiration of the credit limit as soon as the limit expiration is approached and upon its expiration;

12.7. the «Silknet» is obliged to provide individual notification to the Subscriber in case of the service limit purchased by him/her or the service subject to the fine on the expiration of 90%

of the last purchased service limit, expected balance expiration and resumption of delivery of services at different tariffs, as well as the expiration of the service limit or balance or the period;

12.8. The notice is deemed to have been received by the addressee on the day of its receipt, if the receipt of the notice has been confirmed by the addressee (including by electronic document, receipt, other relevant means of notification, etc.). If the receipt of the notice has not been confirmed by the addressee, any such notice shall be deemed to have been received from the date of its proper dispatch;

12.9. In case of written notification or sending by courier or a registered mail - from the date of registration of the notification in the Chancellery of the relevant Party;

12.10. In case of sending by phone, fax, e-mail, short text message and / or by other electronic means (except posting on the website) - from the date of confirmation of receipt of the relevant notification by the relevant Party, or by taking appropriate action from the date of receipt of the notification. In addition, a message is deemed to have been transmitted if a short text message is made by the «Silknet» and / or a call is made to a telephone number used by the Subscriber (a short text message and / or a telephone call may be made to any number used by the «Silknet» for similar purposes and this is recorded in the detailed report of the services provided by the «Silknet» during the reporting period, with indication of the duration (minutes) of incoming calls and notifications transmission. The notice will be considered transmitted even if the Subscriber deliberately and unscrupulously refuses to receive the message (terminates the call from the telephone number as soon as the message starts, does not connect the number to the network within 24 hours or does not read the short text message);

12.11. In case of publication on the website and / or sending by any other operative means offered by the «Silknet» - from the date of publication and / or confirmation of receipt of the notification by the Subscriber;

12.12. The notification shall be deemed to have been received even if the notification is

returned to the sender Party due to the absence of the addressee of the notification or if the addressee refuses to receive the notification or avoids to accept it;

12.13. The Subscriber communicates with the Company by calling the hotline: (032) 2 100 100 or 110110 or submitting a written application to the Company service center.

### **13. Amendments and additions**

13.1. Amendments and additions to the Agreement may be made in writing by agreement of the Parties;

13.2. Notwithstanding the restriction provided for in the paragraph 13.1 of the Agreement, the «Silknet» reserves the right at any time, at its sole discretion, without the additional consent or acceptance of the Subscriber, to make amendments and additions to this Agreement unilaterally - using any form of communication with the Subscriber no later than 10 (ten) working days prior to the mentioned amendments and additions, including modifying the service fee, except the exclusions provided for in this paragraph.

13.3. the «Silknet» is obliged to provide information to the Subscriber only by individual notification, at least 1 (one) month in advance about:

13.3.1. Any change in the terms of service that increases the scope of the customer's obligations and / or alters the terms of service in such a way that it may have a significant impact on the customer's decision to continue receiving the service as well as his/her right to terminate the service Agreement without any additional costs;

13.3.2. About the earlier termination of the service in accordance with the rules established by the Regulations, at the initiative and decision of the Company on;

13.4. In case of receiving a notification, the Subscriber is entitled to refuse to amend the Agreement in writing, within the relevant period of time – before the effectiveness of the amendments provided for in the individual notice, in writing, in a similar way of receiving the notification of the amendments or in another form duly agreed between the Parties. In this

case, the Company is entitled to terminate the Agreement. This paragraph does not apply in the event of a refusal to the notice on the amendments delivered individually – on the condition of processing of the personal data, when, despite the refusal of the Subscriber, the Company shall not terminate the Agreement unilaterally;

13.5. In case of receiving an individual notification, if the Subscriber does not refuse in writing (or in the manner similar to the notification on the amendments, or in any other form duly agreed upon between the Parties) to make amendments to the Agreement at the initiative of the Company within the relevant period - before the amendments provided for in the notification enter force, it shall be deemed that the Subscriber agrees to and accept such amendments offered by the Company, after which the services will continue with the contractual conditions so amended;

13.6. The Company is authorized to add to the service package envisaged by the Agreement with the Subscriber and with the consent of the latter (Subscriber) a new type of paid service (s) that the Company did not offer to the customer at the time of concluding the Agreement, and to add such service(s) for free to the service package envisaged by the Agreement with the Subscriber without the Subscriber consent, but with the condition to provide the Subscriber with the relevant information. Amendments and additions to the Agreement in the above manner shall be the integral part of this Agreement.

13.7. The Parties agree that the «Silknet» has the right to enter into a transaction for the addition of other telecommunication services to the Subscriber remotely, based on the method provided by the Subscriber agreement regarding expressing the desire of the Subscriber (code word, one-time code, etc.).

#### **14. Entry into force of the Agreement, validity period**

14.1. This Agreement shall enter into force on the date of its signature by the Parties;

14.2. This Agreement is valid for unlimited period of time, in accordance with this Agreement, until its termination.

## **15. Additional services**

15.1. The Subscriber has the opportunity to use additional services;

15.2. Tariffs for additional services and a detailed description are given on the Company website.

## **16. Representations and warranties of the Parties**

16.1. By signing the Agreement, the Subscriber declares and confirms that he / she has read and agrees to the standard terms of the service and the conditions of the specific promotion chosen by him / her;

16.2. Subscriber confirms that if he/she wishes, the «Silknet» will provide it with Services (the right to receive additional services) on the terms as provided in electronic form on the website of the «Silknet» and / or in writing – in the Agreement;

16.3. The Subscriber agrees that the «Silknet» will provide him/her electronically with information about new services, projects and various activities;

16.4. The Parties agree that the electronic signature of the Party on the electronic documents used in the relationship between them has the same legal force as the personal signature on the material documents.

16.5. The Parties agree that the supply of service(s) specified in this Agreement and the volume of service(s) provided shall be accounted for in accordance with international / European standards for the relevant technology. Any modification of this standard, as well as

any deficiencies arising / made in the volume accounting due to the nature of the standard, is not the responsibility of the «Silknet».

16.6. For M2M / IoT services, Subscribers shall be provided with numbering resource only from 7XX XXX XXX combination and it shall not be allowed for such type of service to use the numbering resources transferred to the Subscriber and allocated from the 5XX XXX XXX combination designed for identification of the terminal devices of the movable subscribers (hereinafter the “Mobile Service”) and the organizing the services with the cellular system mobile electronic communication networks as envisaged by the "Regulations of the Numbering National System of Georgian Electronic Communication Networks" approved on the basis of the Resolution #355 of November 18, 2010 of the Government of Georgia. With this in mind, the numbering resource allocated by the «Silknet» to the Subscriber from 5XX XXX XXX combination should be used only for mobile service, and the numbering resource allocated from the 7XX XXX XXX combination should be used only for M2M/IoT service. The Subscriber is obliged not to allow misuse of numbering resources. If, during the term of this Agreement, the «Silknet» becomes aware that the numbering resource provided to the Subscriber is in violation of the purpose of the numbering resource provided for in this paragraph, it shall be deemed a breach of the terms of the Agreement and the «Silknet» shall be entitled to change the numbering resource to the Subscriber and at the same time, to suspend the servicing in full or in part.

16.7. The Subscriber is entitled to transfer or assign to the Third Party any obligation or right assigned to it under the Agreement only with the prior written consent of the «Silknet». the «Silknet»'s refusal excludes the possibility of carrying out any of the above actions and / or transactions, and consequently the action and / or transaction performed in violation of this rule is void and does not entail legal consequences, except in cases explicitly defined by the legislation;

16.8. The paragraph 16.7 of the Agreement does not imply a reservation that the Subscriber must personally fulfill the obligations and does not exclude the right of the «Silknet» to receive the performance offered by a third Party, regardless of whether the Subscriber agrees. In addition, the «Silknet» is entitled to transfer its rights and / or obligations under the

Agreement to a third Party on the basis of the notification provided to the Subscriber.

16.9. No copyright or other intellectual property rights shall be transferred to the Subscriber on the basis of the Agreement.

## **17. Other additional conditions**

17.1. The Parties affirm that the content of the Subscriber Agreement accurately expresses their will and that their desire has been expressed as a result of a reasonable judgment of the content of the Agreement and not merely on the basis of word-for-word meaning;

17.2. The invalidity of any paragraph and / or sub- paragraph of this Agreement will not lead to the invalidity of the entire Subscriber Agreement and / or its other paragraphs and / or sub-paragraphs. Instead of a void paragraph / sub-paragraph, a paragraph / sub-paragraph shall be used which makes it easier to achieve the objective set forth in this Agreement (including the void paragraph / sub-paragraph);

17.3. The words used in this Agreement in singular imply plural and vice versa;

17.4. Paragraphs (s) and / or sub- paragraph (s) of this Agreement are numbered and titled for convenience only and this fact is not relevant to the interpretation of the Agreement; In the event of an error / discrepancy in the title or numbering of the paragraph (s) and / or sub-paragraph (s), the paragraph (s) and / or sub-paragraph having the relevant content of the same paragraph (s) and / or sub-paragraph (s) shall apply.

17.5. In case of mechanical and / or technical error and / or defect in the text of this Agreement, the said error and / or defect shall be reviewed and explained by the Parties based on the relevant proposal (s) and / or content of the Agreement;

17.6. Basic Terms and Conditions of this Subscriber Agreement, Types of Services, Tariffs, Service Restriction / Restoration / Termination / Temporary Suspension and other Terms, as well as Promotions and Subscription Packages are available at the website: [www.Silknet.com](http://www.Silknet.com) and / or hotline: ( 032) 2 100 100 or 110110.

17.7. The Subscriber Agreement is drawn up in Georgian, in printed (material) and / or electronic form:

17.8. The Subscriber Agreement is executed in printed (material) form in two copies, one of which remains with the Company and the other is handed over to the Subscriber; the substantial terms of the Subscriber Agreement are available in 10 size fonts in printed (material) form of the Subscriber agreement;

17.9. The Subscriber Agreement, by agreement of the Parties, can be concluded electronically by signing the pad, the electronic copy of which, if desired, will be sent to the contact e-mail address of the Subscriber.

17.10. In cases specified in the Regulations, conclusion of the transaction for adding the other telecommunication by the identified Subscriber is available also remotely by confirming the methods (Personal Code / Single Code / USSD Code etc.) provided for in the Subscriber Agreement for Identifying the Subscriber Will.

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**«Silknet»**

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**Subscriber**



Approved by the order N01/148 of September 15, 2022 of the Director General of the JSC the «Silknet»