

general terms and conditions

1. Scope

- 1.1 These General Terms and Conditions (hereinafter “Conditions”) define main terms and conditions of the provision of the public mobile communication services (hereinafter “Services”) to the subscriber (hereinafter “Subscriber” or “You” or “Your”) by “Orange Armenia” CJSC (hereinafter “Orange”).
- 1.2 The entire subscription agreement between You and Orange (hereinafter “Subscription Agreement”) consists as a rule of (i) the Application and its appendixes (hereinafter the “Application”), (ii) Special Terms and Conditions (hereinafter “Special Conditions”), if applicable (iii) these Conditions, (iv) Price List and Tariff Plans, and (v) Product Information and User Guide. In the event of contradictions between the documents, the provisions of the relevant document apply in the order of priority from (i) to (v).

2. Subscription Agreement

- 2.1 The Subscription Agreement is considered as a public offer and upon its acceptance by You becomes a mandatory adherence agreement entered by and between Orange and You. Duly signed and/or verified Application submitted to Orange, including its submission in electronic form via Orange official website and/or performance of actions towards the execution of the Subscription Agreement is deemed as acceptance of the Subscription Agreement.
- 2.2 Price List, Tariff Plans and Product Information, describing the Services, prices, rules and conditions applicable to such Services are defined and can be amended from time to time by Orange and may be obtained at any time free of charge from Orange website and/or Customer Care and/or any Orange point of sale and/or via mass-media. User guide is provided upon signing of the Subscription Agreement. You are responsible for requesting all documents, before using the Services. Some of the documents available at Orange official website are not delivered in hard copy to You, unless so requested by You.

3. Subscriber

- 3.1 Subscriber is any legal or physical entity, who accepts the public offer and enters into the Subscription Agreement. Any legal or physical entity can apply to Orange to subscribe to the Services by completing and signing the relevant documentation as approved by Orange as well as by submitting other information and documents required by Orange, unless otherwise defined by Orange for certain Subscribers and/or Services.

4. Services

- 4.1 Orange provides You public mobile communication services, which include mobile services, broadband services and other auxiliary services.
- 4.2 Orange provides the Services in accordance with the requirements of RA legislation, Orange internal acts and obligations under the license issued to Orange.
- 4.3 The Product, list of Services and Tariff Plan is chosen by You and is defined in the Application but it may also depend on the specific Offer and Tariff Plan. You are entitled to request provision of additional services or change of the Product, Tariff Plan or list of Services by signing and submitting necessary documents or through other means (SMS, call to Customer Care, etc.) as defined and permitted from time to time by Orange, provided You have no outstanding debt to Orange as of the date of such request, unless otherwise defined by Orange.
- 4.4 You are entitled to receive complete and accurate information about Orange Products, Tariff plans, prices, Services, network coverage, charged amounts, debts, account balance and other information provided by Orange.
- 4.5 If necessary, Orange attributes You with a mobile telephone number and provides You a SIM Card (microchip card which allows the identification of the Subscriber and to which the telephone number is allocated) for having access to the Services. In case of technical necessity and in other cases Orange is entitled to change the provided telephone number by giving You a prior notice.
- 4.6 You hereby acknowledge that the Services can only be supplied, if all the contractual and technical conditions have been fulfilled. You hereby agree that the Services are provided to You based on the existing technical capacity, coverage, specificities and capacities of the involved technical equipment and technical limitations of Orange and its network and that the possibility to benefit and/or have access to the Services may also depend on the technical specificities and capacities of Your Device (handset, modem and other equipment used for accessing Orange Services), as well as on limitations in the network of other operator (e.g. roaming, etc.).
- 4.7 Orange shall take all necessary measures to ensure proper and as a rule continuous functioning of the Services. However, You agree that the quality of Service depends not only on Orange but also on circumstances over which Orange does not have any control. The provision of Services can be suspended and/or restricted for performance

- of deployment, repairing, replacement or maintenance works. Orange will use its best efforts to inform You about such works and about network major accidents and possible schedules of switching off, in accordance with the applicable law.
- 4.8 By default, it is considered that You have agreed to receive advertising, commercial and similar messages through Orange's mobile network, unless You have explicitly refused to receive them, as defined by Orange and/or law.
- 5. Usage of Services**
- 5.1 You should use the Services in compliance with the law, with the Subscription Agreement and with other rules and standards defined by Orange without breaching or harming any third party rights or interests. You should respect the rules and standards defined by other operators, when using the services in their networks and/or territory. The Devices You use should be certified, compatible with the network, Services used, SIM Card and should be in compliance with the regulations of law.
- 5.2 Without Orange's prior written approval, You are not entitled to use the Services for providing services of commercial nature, including electronic communication services, for advertising purposes or for transferring other mass message, for the purposes of organizing and/or conducting votes, competitions, surveys, auctions, lottery, campaigns, etc.
- 5.3 The legal entities shall be liable towards Orange for its employees even if individual account has been activated under corporate account.
- 6. SIM Cards and Devices**
- 6.1 The Devices necessary for having access to the Services are purchased by You at Your own expense and discretion and You are responsible for their installation, unless otherwise defined by Orange from time to time. For some Services (e.g. broadband services) Orange may offer Devices to be purchased from Orange by their full price or by the commitment to stay Orange Subscriber for a certain period, as set forth in the Subscription Agreement.
- 6.2 In relation to the Devices acquired from Orange You should comply with requirements and usage rules presented to the Devices by Orange, by the manufacturer and otherwise. You are not entitled to assign, sell, lease or otherwise transfer Devices in any manner and You should compensate the whole cost of the Devices to Orange, should they be missing or damaged, unless You receive complete title and unlimited ownership right over such Devices.
- 6.3 You are not entitled to assign, sell, lease or otherwise transfer the SIM Card, including the SIM Card inserted in the Device acquired from Orange and/or rights and obligations attached to it to another person. Orange will replace free of charge any returned SIM Cards found to be defective through design or workmanship. In any other circumstances, including loss or theft of SIM Card, including the SIM Card inserted in the Device, Orange may charge You for its replacement.
- 6.4 Orange is entitled to transfer the SIM Card and allocated telephone number to another person upon termination of the Subscription Agreement. In case of necessity Orange is entitled to exchange the SIM Card at any time.
- 6.5 You should return the SIM Card in case of such request from Orange and refrain from using it from the moment of receipt of such request.
- 6.6 Orange reserves the right to limit the number of SIM Cards per Subscriber, as well as other Services, as defined from time to time by Orange and to deactivate and suspend, without indemnity, any or all SIM Cards or Services, should they exceed the set limits.
- 6.7 Orange is the only owner of the SIM Card, including the SIM Card inserted in the Device acquired from Orange with the information stored thereto being Your property. The transfer of ownership in relation to the Device acquired from Orange is regulated by Subscription Agreement. However, the risk of loss, damage or theft of the SIM Card and such Device shall be transferred to You upon their delivery to You.
- 6.8 SIM Cards and Devices acquired from Orange are easily damaged and should be handled with care. You are responsible for proper maintenance of the SIM Card and such Device, for not permitting their use by non-authorized person and for refraining from using them in improper manner. Orange bears no liability for damages caused to You by improper use of or damage to the Device acquired from Orange and/or SIM Card by You or by any other person.
- 6.9 In case of loss or theft of SIM Card and/or Device, You should promptly inform Orange by submitting relevant written notice and other documents requested by Orange.
- 6.10 You are the sole responsible for any use of the Services by third parties in particular for any event of misuse and/or unauthorized use of the SIM Card and/or Device. The holder of the SIM Card and/or Device will be considered as authorized user of the SIM Card and/or Device until the moment You properly notify Orange about loss or theft of the SIM Card and/or Device and Orange suspends the Services by Your request. Such request shall be satisfied by Orange within 24 hours.
- 6.11 You are not entitled to use the SIM Card and/or Device with incompatible Devices or with Devices which are not foreseen for such use or in any other manner which can cause damage to the network or any equipment of Orange

or have any influence on their functioning.

7. Prices

- 7.1 The prices applied by Orange for the Services are prices defined in the price list in force as of the moment of signing the Subscription Agreement depending on the Product, Tariff Plan and Services selected by You. Orange is entitled to amend the prices, Tariff Plan and/or develop and/or implement new prices and/or Tariff Plans, as set forth in the Subscription Agreement.
- 7.2 Reactivation fee for re-establishment of restricted or suspended Services and for re-activation of the SIM Cards, including penalties, may be charged from You by Orange.
- 7.3 You are the sole responsible for all charges incurred as a result of using the Services, associated rights and SIM Card.
- 7.4 The charges for the provided Services and the volume of the use of the Services are calculated by the data of billing system of Orange or by the data provided by other services providers (e.g. roaming). Such information shall be kept by Orange not more than 120 months.
- 7.5 Upon Your request Orange shall provide detailed report (for no more than 6 months past period from the moment of relevant request) on the Services delivered to You for which Orange is entitled to charge a fee as envisaged by Orange.
- 7.6 You will be provided the possibility to check the balance account and Your status electronically or through other means made available by Orange.
- 7.7 Orange is entitled at its sole discretion to define credit limits and other usage restrictions based on Your credit history, other similar circumstances or technical necessity.

8. Payment Terms

- 8.1 Depending on the Product, Orange can define for Services and/or make the Subscription Agreement and the provision of Services dependent upon pre-payment, monthly fee, deposit, post-payment, credit limits (the maximum negative balance available on Your account within the limits of which You can use the Services) and/or bank guarantee, as set forth in the Subscription Agreement. In case of delay in payment or non-payment fully or partially, Orange is entitled to deduct the debt amount from the guarantee and/or from pre-payment amount.
- 8.2 Depending on the Product, You can make the payment through cash payment, Scratch Cards, bank transfer, payments at terminals, via internet, ATM supporting Arca Cards and/or in any other manner acceptable by Orange. Orange bears no liability for any additional fees and/or commissions charged by intermediary person accepting the payments pursuant to its own rules and regulations.
- 8.3 Payment for Pre-paid Services
- 8.3.1 You will be entitled to use the Services within the limits of

Your balance account and the charges for the provided Services will be directly deducted from Your balance account. You will have the obligation to make pre-payments from time to time as defined by Orange in order to have access to the Services.

- 8.4 Payment for Hybrid Services, Post-Paid Services and Broadband Services
- 8.4.1 Your invoice of each month will be prepared and transferred to the service centers of Orange until the seventh of each month. Based on Your choice the invoice can be sent via e-mail or post. Physical entities will be charged for the deliveries via post. Orange may apply additional charges for provision of second copy of Your invoice. The invoice presented by Orange shall be considered as a proof in relation to the provided Services and their volume.
- 8.4.2 In any case, You should personally be responsible for checking Your monthly debt and for its in time payment. You should be responsible for paying in time independent of the payment mean, receipt of the invoice or existence of any objections regarding the presented bill. Invoice issued by Orange is not subject to any dispute and/or claim by You in case no such demand is submitted within 53 (fifty-three) days after the submission of invoice.
- 8.4.3 You should make the payment for the Hybrid Services and Post Paid Services (monthly fee and amount of negative balance) until the 20th of the following month. During the month for Hybrid Services You will also have the possibility to pay through other payment means (e.g. Scratch Card) for the negative balance and for additional credit. When subscribing for Hybrid Services You should pay one full month monthly fee as a prepayment which is subject to pro-rate deduction from the invoice of the following month.
- 8.4.4 You should make the payment for Broadband Services (monthly fee) until the 20th of the following month. During the month You will have also the possibility to purchase additional credit equal to monthly fee through payment means defined by Orange (e.g. Scratch Card), unless such option is activated by default, as set forth in the Subscription Agreement. When subscribing for Broadband Services You should pay one full month monthly fee as a prepayment which is not subject to pro-rate deduction from the invoice of the following month.
- 8.4.5 The payment is considered to be made upon its entry into Orange cash-desk or Orange bank account.
- 8.4.6 When making the payment You should clearly and completely indicate the number for which the payment is made. Please note, that any person making payment to Your benefit shall be considered as duly authorized by You and acting on Your behalf. Hereby You explicitly provide Your consent to Orange to make correction in the wrong

- payments, including transferring the wrong payment made to Your account to correct addressee. Any payment made on Your behalf to wrong account will be corrected by Orange within the limits of existing reasonable possibilities and Orange cannot be responsible for caused damages.
- 8.4.7 Legal entity Subscribers shall pay the invoice irrespective of the collection of the payments from their employees assigned with relevant numbers. Orange bears no liability for such collection.
- 8.4.8 Orange is entitled to implement penalty in the amount of 0.01% of the outstanding payment for each day of delay in payment for Services by You, calculated from the 43th day of delay.
- 8.4.9 You hereby agree and confirm that in case of failure to properly pay Orange invoices, You will compensate at the first demand of Orange all costs, including and not limited to legal costs, associated with collection of such late payments.
- 8.4.10 You hereby agree and confirm that Orange is entitled without any notice to bring to zero Your balance account, if Your balance account is not used and is transferred to the following months, as defined by Orange.
- 9. Suspension, Restriction**
- 9.1 Depending on the Product and Tariff Plan, Orange is entitled to apply restriction or suspension in relation to the Services provided to You usually without any prior notice, unless provision of prior notice is mandatory for such type of restriction and/or suspension. Such restriction and/or suspension can be applied, if You have connected and put into use non-certified Devices, You have taken into use Devices, incompatible with or interfering with the Orange network, its proper functioning or interfering with other Subscribers' possibility to use Orange network, You are in breach of Subscription Agreement and/or law, You have not paid in time, fully or partially, for the provided Services, including incurred penalties, You have provided incorrect and/or incomplete information and/or documents when subscribing for Services or otherwise the subscription conditions have not been satisfied, You have passed Your credit limit and/or other cases defined in the Subscription Agreement. During suspension and/or restriction can be applied such measures as partial or full limitation of certain Services (outgoing and/or incoming) within the timelines and as defined by Orange.
- 9.2 The reactivation after suspension or restriction may be done only after full payment of all Your debts towards Orange, penalties, if applicable and all costs incurred by Orange for collection of stated payments. Orange may allow such reactivation against partial payment of Your debt, at its sole discretion with the condition that all the payment will be fully due within one month.
- 9.3 In case of restriction or suspension of the Services, Orange shall ensure Your access to emergency numbers, if technically possible.
- 9.4 If You use more than one telephone number and You have failed to make payment for any of them, the suspension or restrictions can be applied to all of such numbers.
- 9.5 Monthly fee may be charged during the suspension and/or restriction period, as defined by Orange.
- 10. Liability**
- 10.1 Parties bear no liability in cases of failure of and/or improper performance of the obligations stated herein in the result of force majeure events. In case force majeure events continue for more than 3 months, either Party is entitled to terminate the Subscription Agreement. You hereby state and agree that Your financial condition shall not be viewed as force majeure for the purposes of liability and You will duly pay for Services received from Orange irrespective of Your financial conditions.
- 10.2 You use the Services at Your own risk. Orange cannot decide the compliance of the Services with Your needs.
- 10.3 Orange does not guarantee that the Services are completely free of interruption, errors or interference, particularly not in cases of force majeure (floods, war, unforeseeable orders by the authorities, electricity cuts, viruses, etc.) and other events which are not under its control (e.g. Subscriber's Device quality and technical capacities, other operators, including foreign operators network functioning, expansion of radiofrequencies and existence of interferences from other sources, circumstances which create obstacles for normal functioning of radio equipment, specificities of the area, interruptions in provision of services due to requirements and/or acts of state and/or regulatory bodies, etc.). Orange shall not be liable for failure to provide or improper provision of Services resulting from the above-mentioned events and accidents, technical works and upgrades, maintenance works, upgrade of transmission networks and other similar acts and events. Orange can be held responsible for the interruptions of the Service, if they have been performed by the fault of Orange and You have not been informed about such interruptions.
- 10.4 Within the limits permitted by law, the Orange and Subscriber agree to keep each other harmless from any indirect damages, including loss of profit. Within the limits permitted by law, in any case the liability of Orange per Subscriber cannot exceed the amount of average monthly payment for Services received from the relevant Subscriber.
- 10.5 In case Orange changes the phone number of any Subscriber for any reason, Orange shall bear no liability for such change in case the Subscriber is informed 30 (thirty)

days before such change occurs.

11. Termination

- 11.1 Orange is entitled to unilaterally terminate the Subscription Agreement, without prior notice in case of (i) failure by You to duly pay Orange invoices for more than 3 (three) months for Hybrid, Postpaid or Broadband Services, unless otherwise stated in the Subscription Agreement, or, failure by You to duly recharge Your account for Prepaid Services for more than 6 (six) months, or (ii) at the end of inactive period, as set forth in the relevant Product Description and User Guide (iii) in case of breach of any of the conditions of the Subscription Agreement, (iv) improper or unlawful use of Services and (v) in other cases defined by law or Subscription Agreement.
- 11.2 You are entitled to unilaterally terminate the Subscription Agreement with 7 days prior written notice submitted to Orange.
- 11.3 Termination of the Subscription Agreement for any reason does not relieve You from the obligation to pay the debt incurred to Orange, including and not limited to all applied penalties and costs upon the date of termination.
- 11.4 Failure by Orange to collect invoices shall not constitute the waiver by Orange of its right to demand the payment of outstanding debt by You.
- 11.5 No refund of prepayment, monthly fee or any positive balance is done to You in case of termination of the Subscription Agreement, unless otherwise defined in the Subscription Agreement or such termination is the result of essential breach of the Subscription Agreement on the part of Orange.

12. Confidentiality and Security

- 12.1 Orange shall keep as confidential any information regarding the Services used by You, their place, purpose, destination, volume and other technical conditions, except for the cases defined by the law.
- 12.2 You hereby give Your consent to transfer Your data by Orange to third parties authorized to collect credit history and to do credit rating or use such data for marketing purposes and agree that Orange and/or its business partners have the right to contact You in writing, by phone or by SMS/MMS as part of Orange marketing activities or keep You informed of Orange latest products and services, unless You exclude such usage.
- 12.3 You hereby duly accept that Orange bears no responsibility for spamming, hacking, transfer of viruses and any damages caused as a result thereof.
- 12.4 Orange does not exercise any control whatsoever over the information passing through Orange network. Use of any information or content obtained via Orange network is at Your own risk and responsibility, however the intellectual

property rights for such content or information should be respected. Orange specifically denies any responsibility for the accuracy, legality or quality of information and content obtained through the Services. Orange is not liable and does not provide a guarantee for any services supplied by the third parties or by the participation of third parties, using the technical capacities of Orange.

13. Dispute Resolution

- 13.1 Any dispute arising from and in connection with this Contract is subject to final settlement by the courts of the Republic of Armenia, provided no settlement is achieved by and between You and Orange within 30 days from the date such dispute has arisen.

14. Concluding Provisions

- 14.1 Subscription Agreement is valid for indefinite term, unless otherwise defined.
- 14.2 You should duly inform Orange on the changes in Your data registered with Orange within 90 days after such changes have taken place. Such information can be submitted in written form and/or through submission of relevant application through Orange website.
- 14.3 Special provisions in relation to physical persons and legal persons are envisaged under the Applications and other documents included in the Subscription Agreement. Some provisions of these Conditions might be applicable only towards the legal or physical persons.
- 14.4 Orange is entitled to present a public offer regarding incorporation of changes in the Subscription Agreement, including and not limited to requirements in the applicable prices, Tariff Plans, payments etc, by posting the relevant information prior to such changes taking effect in sale points, its offices and official website. If Orange does not receive any written notification from You regarding the refusal of such changes before their effective date or if You continue to use Orange Services, such changes shall be considered as accepted by and agreed with You. If You present objections, as set forth herein, You are entitled to unilaterally terminate the Subscription Agreement due to such amendments by Orange.
- 14.5 You are not entitled to transfer the rights and obligations under the Subscription Agreement to the third party without the prior consent of Orange.
- 14.6 In case any provision of the Subscription Agreement is considered void or invalid, the remaining provisions shall not be affected and shall stay in force.
- 14.7 The Subscription Agreement is executed in Armenian language. If besides Armenian version it is also signed in any other language, Armenian version shall prevail.