

GENERAL TERMS AND CONDITIONS

about the relations between the end users of Nexcom Bulgaria LLC, a telecommunications operator with a registration certificate for general license № 217-05390/02.09.2004 on carrying out telecommunications through public telecommunication network for data transfer without use of scarce resource and provision of telecommunication services through it in Republic of Bulgaria.

Agreed with decision of the Communications Regulation Commission № 2039/03.11.2005.

PART I

Subject and general conditions

1. These General Terms and Conditions arrange the relations and the conditions for provision of telecommunication services according to General license № 217 - 05390/02.09.2004, between Nexcom Bulgaria LLC with registered office and principal place of business: Sofia, 75 Krum Popov St., fl. 4, hereinafter referred to as OPERATOR and end users hereinafter referred to as USERS. They settle the terms and conditions for carrying out telecommunications through public telecommunication network for data transfer without use of scarce resource, referred hereinafter as NETWORK and provision of telecommunication service through it in Republic of Bulgaria.
2. These General terms and conditions are obligatory for the OPERATOR and the USERS and are integral part of the individual contract signed between them.
3. USERS of services can be all physical entities as well as sole traders and legal entities.

PART II

Services offered by the OPERATOR through the NETWORK

4. The OPERATOR offers through the NETWORK one or several of the following data transfer services:
 - 4.1 transfer of local traffic;
 - 4.2 transfer of national traffic;
 - 4.2 transfer of international internet traffic;
5. When the OPERATOR does not offer any of the services mentioned in item 4 with its own resources, it signs contracts with appropriate suppliers which arrange the terms and conditions for their provision.
6. USERS can use customer equipment bought from the OPERATOR or from other physical or legal entities.
7. The OPERATOR can lend customer premises telecommunication equipment and arranges the relations with the USERS by signing an additional annex to the individual contract or a separate contract for renting of equipment.
8. The OPERATOR activates the services according to the signed contract with the USER up to 20 days after the price for the installation of services has been paid according to item 22.1 in the current general terms and conditions.

PART III

Contract for providing services to USERS

9. The individual contract between the OPERATOR and the USERS is considered to be concluded on the date of its signing. It is valid one year since the activation date of services mentioned in item 8 unless something else is provided in the contract.

10. Identifying data of the OPERATOR and the USER are indicated in the contract according to item 40 of the General terms and conditions. These are the services offered to the USER, term of usage, payment way, contact person on behalf of the USER, correspondence address, etc.

11. Modification in the contracts is allowed under the following circumstances:

11.1 Both parties can ask for a modification of the clauses in the contract for the contract period.

11.2 Modifications in the contract can also be done in the presence of force majeure circumstance, change in the legislation or after a decision of a competent authority working within the competence of the law.

11.3 Parties can modify and complement the contracts only with additional written agreements.

PART IV Rights of the OPERATOR

12. The OPERATOR has right to:

12.1. offer USERS telecommunication service according to Part II in these General terms and conditions;

12.2 receive the exigible sums for the offered services in the terms defined in part X in these General terms and conditions;

12.3 give directions and instructions to USERS for appropriate use of the customer premises equipment;

12.4 sell and lend customer premises equipment to USERS against payment as well as provide maintenance and repairs of this customer premises equipment;

12.5 terminate the provision of the services to USERS by a 7-day notice in case of non-payment of prices according to item 22.2 up to 30 days after the payment period has expired. The USER can ask for recovery of the terminated services when the payment due is done.

12.6 stop the provision of services, exclude the user from the network and refuse a new contract signing with the user when the obligations according to items 19.2, 19.3 and 19.4 are not fulfilled immediately after a violation is found. Violations are ascertained in the presence of a technical team of the OPERATOR.

12.7 receive compensations stipulated in item 21 in these General terms and conditions;

12.8 suspend the provision of services to USERS while doing preventive maintenance, repairs and settings of the NETWORK;

12.9 access to User's premises at time specified beforehand in written form with the purpose of building, maintaining, setting and repairs of the NETWORK equipment.

PART V Obligations of the OPERATOR

13. The OPERATOR is obliged to:

13.1. perform telecommunication activity in compliance with the orders of the active legislation and the accepted standards of Republic of Bulgaria and other technical specifications, requirements for electromagnetic compatibility, rules and technical safety requirements to guarantee:

- The safety of USERS, supporting staff and all other people at normal working conditions and also at break-downs;
- Quality of service.

13.2 In connection with the obligations according to item 13.1 the OPERATOR has to:

- Use only telecommunication equipment with appreciated compatibility and launched on the market according to the active normative certificates;

- Use telecommunication equipment only by purpose and according to the directions defined by the manufacturer;
 - Use telecommunication equipment in good technical condition;
 - Not to modify the technical characteristics of the used telecommunication equipment.
- 13.3 provide uninterrupted reliable NETWORK service of good quality 24 hours 7 days in a week;
- 13.4 provide services to all USERS at equal conditions;
- 13.5 not to create advantages for individual USERS or groups of users regarding one and the same service;
- 13.6 notify USERS on its website - www.nexcom.bg or/and by e-mail about interruptions of service, worsen quality of the service or making preventive examination, repairs because of network development as well as about the period of the interruption or worsen quality up to 1 day before its effective disconnection.
- 13.7 notify USERS in advance in written form when applications for access to their premises are required;
- 13.8 store the entire information connected with the payments of the USERS for a 6-month period and give USERS a print copy of these payments if asked in written form;
- 13.9 not to give information to third parties referring to USERS and their activity without their consent except for the cases when the OPERATOR gives it to the respective competent authorities if asked by a legal request;
- 13.10 keep the term for activation of USERS' services according to item 8 in these General terms and conditions;
- 13.11 remove the break-downs owing to external reasons and set the network at normal working condition in the shortest term possible after eliminating the reasons;
- 13.12 remove the occurred break-downs of the NETWORK at normal working conditions for 24-hour period. The term for removing the break-down starts when the USER notifies the OPERATOR about it in written form, by phone or at the office or when the OPERATOR notifies the USER with the help of other people authorized to do this notification;
- 13.13 announce address or/and phone for accepting notifications by USERS about break-downs, interruptions and other kind of disorders and register all of them by date and notification hour, reason and time for removing;
- 13.14 notify USERS in the shortest term possible about restrictions in service provision imposed by competent authorities in force majeure circumstances or in connection with national security and country defense in written form through e-mails or/and the internet site www.nexcom.bg ;
- 13.15 submit information and references about conditions and use of the offered services;
- 13.16 terminate provision of services in the terms provided in the contract or by request of the USER in terms provided in item 18.8 and item 18.9 in these General terms and conditions;
- 13.17 review and take attitude to requests, complaints and offers by USERS in one-month period from the date of their receipt;
- 13.18 take notes and keep a register for the incoming requests, complaints and proposals as well as for the submitted replies for a 12-month period observing the active rules for personal data protection.
- 13.19 guarantee the secret of messages and personal data protection according to part XIV from the Telecommunications Act.
- 13.20 not to send deluding signs or/and signals for help, disasters, failures or alarms.

PART VI

Responsibilities of the OPERATOR

14. If the activation of services is delayed more than allowed as mentioned in item 8 in these General terms and conditions, the OPERATOR owes a forfeit for every day delay to the extent of the legal interest for every day of delay. The forfeit is calculated on the single price for service activation according to item 22.1 in the General terms and conditions. The forfeit is paid in one-month period from the first date of the delay. The payment can be done through deducting the respective sum due from the amount of the monthly subscription fee for the next month.

15. In cases of break-downs in the NETWORK and the equipment or because of other reasons that lead to impossibility for the USER to use the service more than 3 days for a month, the USER pays only a part of the monthly subscription fee proportionally to the period in which the service was used. It is not necessary the given data to be consecutive. The OPERATOR deducts the respective sum from the amount of the monthly subscription fee for the next month on the basis of received and registered notifications according to item 13.3 in these General terms and conditions.

16. When the OPERATOR does not notify USERS according to item 13.6 or does not observe the respective indicated term, the operator owes a forfeit for every delayed day amounting to the legitimate interest set on the monthly subscription fee. The forfeit is paid in one-month period from the first date of the delay. The payment can be done through deducting the respective sum due from the amount of the monthly subscription fee for the next month.

17. Overpayments for the offered services and sums due to regarded claims according to item 14, 15 and 16 in these General terms and conditions are refunded to USERS together with the legitimate interest.

PART VII

Rights of USERS

18. USERS have the following rights:

18.1 to require individual contract signed for the use of all telecommunication services offered by the OPERATOR;

18.2 to get services described in PART II with a quality and technical characteristics according to these General terms and conditions and the contract signed between the parties;

18.3 to notify the OPERATOR in the way described in item 13.13 in these General terms and conditions about problems connected with the use of services;

18.4 to ask for information and references by phone according to item 13.15 from these General terms and conditions about the use of services offered by the OPERATOR;

18.5 to submit requests, complaints and offers and to receive replies in the terms defined in item 13.17 in these General terms and conditions;

18.6 to address complaints and signals to the Communications Regulation Commission referring to the NETWORK and the OPERATOR and the services offered through it; non-observance of the public conditions from the License and the General terms and conditions by the OPERATOR;

18.7 to receive upon request a document verifying the occurrence and the duration of the interruption in cases of break-downs, failures and other type of interruptions of the service which are not caused by them.

18.8 to terminate the use of services at their own desire with the submitting of a 30-day advance notice to the OPERATOR;

18.9 to terminate temporarily the use of services at their own desire for a period not smaller than 6 months after passing an advance notice to the OPERATOR.

PART VIII

Obligations of USERS

19. USERS are obliged to:

- 19.1 to provide access to their premises at time coordinated with the OPERATOR in advance in written form for building, maintenance, setting and repairs of the NETWORK;
- 19.2 not to make changes in the subscriber NETWORK of the OPERATOR;
- 19.3 not to pass signals to third parties;
- 19.4 to lend necessary support to the OPERATOR when exercising control over the legitimacy of the offered services and implementation of the requirements described in 19.2 and 19.3. The control is exercised by parties authorized by the OPERATOR;
- 19.5 if USERS wish temporarily to terminate the use of services provided through the NETWORK, they have to notify in written form the OPERATOR 30 days before the desired date as they pay for the part of the monthly subscription fee corresponding to the term of the advance notification;
- 19.6 to keep the instructions, directions and prescriptions of the OPERATOR for proper use of the customer premises equipment;
- 19.7 to use only the customer premises equipment which correspondence is evaluated according to the Order on Conditions and appraisal the correspondence of the radio equipment and customer premises equipment (accepted with Decree of the Council of Ministers № 175 from August 7, 2002, released in Official Gazette issue 79/16.08.2002)
- 19.8 not to make any changes of the customer premises equipment and not include equipment to it that does not have a permission by the OPERATOR;
- 19.9 to pay the prices defined by the OPERATOR in a way and payment terms indicated in Part X in these General terms and conditions;
- 19.10 to pay the monthly subscription fees in item 22.2 in these general terms and conditions in cases of irregular acceptance and use of services as a result of a guilty behavior.
- 19.11 to pay the sums due not regarding the submitted notifications and complaints to the OPERATOR for irregular acceptance or interruptions in the services;
- 19.12 to notify in written form the OPERATOR in a 7-day period of the occurred changes in the identification data according to item 40 in these general terms and conditions.

PART IX

Responsibilities of the OPERATOR

- 20. USERS are responsible for damages caused by the OPERATOR which are a direct or indirect consequence of the non-fulfillment of the responsibilities according to these general terms and conditions.
- 21. USERS owe compensation to the OPERATOR for all overdue obligations to the amount of the legitimate interest starting from the delay date and continuing until the moment of payment of the due sums according to the Law on obligations and contracts.

PART X

Prices. Payment conditions of the services

- 22. The OPERATOR collects sums for the services offered by the operator as follows:
 - 22.1 single price for the activation of services being subject of the contract signed. The price of activation is paid for the connection to the NETWORK when entering into an individual contract and it is not paid back when the contract is terminated;
 - 22.2 monthly subscription fee providing access to the services that are subject of the contract signed between the OPERATOR and the USER. The monthly subscription fee is paid until the 15th day of month, following the month it refers to;

- 22.3 other remunerations stated in the individual contract between the parties as remuneration for the lended equipment.
23. The prices for the offered services are paid:
- 23.1 at the office of the OPERATOR at the address given in the individual contract;
- 23.2 by bank transfer to the bank account of the OPERATOR, given in the individual contract. When paying by bank transfer the payment is considered to be done on the date of the money arrival at the bank account of the OPERATOR.
24. All sums for the services are paid depending on their type and specifics at prices according to the active price list (Tariff) of the OPERATOR.
25. The OPERATOR issues an individual document to the USER (e.g: invoice, receipt) for all kinds of received payments
26. The OPERATOR defines and changes prices for the offered services according to the Telecommunications Act and the acts for its applying.
27. The OPERATOR makes public the price list (Tariff) for the services offered by the operator. If any changes of the prices occur in the price list it is being published in 7-days term before it comes into force. The OPERATOR places the price list to USERS at public places including the offices where the services are offered.

PART XI

Extension and termination of the contract for services

28. The contract for services between the USER and the OPERATOR is continued automatically for the next one-year periods after the expiration of its term should none of the parties addresses a written advance notice to the other party at least 30 days before the expiration of the term.
29. The contract for services between the USER and the OPERATOR is terminated:
- 29.1 in the term specified in the contract regardless of the cases according to item 28 or by mutual agreement expressed in written form by the parties;
- 29.2 unilaterally by the USER according to item 18.8 in these General terms and conditions;
- 29.3 unilaterally with a 7-day advance notice by the OPERATOR in cases of non-payment of the prices by the USER according to item 22.2 in these General terms and conditions in 30-days period after the date of payment or if there is non-fulfillment of the obligations in item 19.1.
- 29.4 unilaterally without advance notice by the OPERATOR if there is non-fulfillment of the obligations according to items 19.2, 19.3 and 19.4 in these General terms and conditions.
- 29.5 unilaterally by the OPERATOR with one-month written advance notice;
- 29.6 immediately in cases of force majeure circumstances;
- 29.7 immediately in cases of acts by competent national authority
- 29.8 immediately in cases of termination of the registration of the OPERATOR according to the general license.

PART XII

Compensations of the USERS in cases of non-fulfillment of the contract terms by the Operator

30. USERS have right to be compensated if there is non-fulfillment of the contract obligations by the OPERATOR.
31. USERS realize their right according to item 30 as they submit complaints and reclamations to the OPERATOR..
32. The responsibility of the OPERATOR is fulfilled at the terms and conditions in part VI in the current general terms and conditions.

PART XIII

Resolving arguments

33. Arguments between the OPERATOR and the USER are resolved through direct negotiations between them. If an agreement cannot be reached every one of the parties can ask for cooperation by the Communications regulation Commission or taking the argument to be resolved by the competent Bulgarian court.

PART XIV

Changes and supplements in the General terms and conditions

34. The OPERATOR can offer changes in the General terms and conditions by USERS' proposals or to by its own initiative at introductions of new services or because of other reasons. The changes are coordinated with the Communications Regulation Commission.

35. The OPERATOR makes public the General terms and conditions in 7-days term after their coordination or change.

36. The OPERATOR makes public the General terms and conditions as it places them at proper public places including all its offices within the country where the service is accessible for the whole period of the license. The operator gives access to the USER after the conclusion of the contract.

37. These General terms and conditions are also valid for the current USERS at the moment of their entering into force. The OPERATOR is obliged to notify the current USERS of the new general terms and conditions and to give 2 weeks term for their rejection. If the current USERS do not declare in written form that they reject the general terms and conditions they are considered to be accepted.

PART XV

Applicable law

38. For all issues not provided in these General terms and conditions the active legislation in the Republic of Bulgaria shall apply.

PART XVI

Definitions

39. Within the meaning of the current General terms and conditions:

39.1. EXTERNAL REASONS:

- a) force majeure – natural disasters, fires, floods, earthquakes, etc;
- b) reasons not depending on the OPERATOR – stolen cables, power break-down in the region, etc

39.2 CUSTOMER PREMISES EQUIPMENT: equipment designed for direct or indirect connection to an access point of the public telecommunications network for transmitting, carrying, processing and accepting information.

39.3 LOCAL RURAL TRAFFIC TRANSFER is a service for data transfer which provides broadband connection between the network of the OPERATOR and access point of the USER and transportation of IP packages within one city.

39.4 NATIONAL TRAFFIC TRANSFER is a service for data transfer which provides broadband connection between the network of the OPERATOR and access point of the USER and transportation of IP packages within the Republic of Bulgaria.

39.5. INTERNATIONAL INTRERNET TRAFFIC TRANSFER is a service for data transfer which provides broadband connection between the network of the OPERATOR and access point of the USER and provision of access to the global internet network.

PART XVII

Additional clauses

40. The parties in the contract are identified as follows:

40.1. OPERATOR – company name, headquarters address, correspondence address, court registration, contact person representing the OPERATOR, BULSTAT number, tax number and bank account;

40.2 USER:

a) physical entity – name and number of the personal identification document, identity number according to identification documents, correspondence address, and if needed a document for a representative authority (notarially certified power of attorney , court decision, etc)

b) propriatory trader - company name, headquarters address, correspondence address, BULSTAT number, tax number and contact person representing it

c) legal entity – company name, headquarters address, correspondence address, BULSTAT number, tax number and the person representing it

41. All advance notices shall be in written form signed by the parties and the people authorized by them. They are sent to the addresses of all parties, specified in the contract..

41.1 The term of the advance notices starts running from the moment of their receipt by the party to which they are intended by keeping the directions of the Civil Procedure Code.

41.2 In cases when the USER has not notified the OPERATOR about modifications in the correspondence address the advance notices are considered to be delivered if they are sent to the address specified in the contract.

The present General terms and conditions are agreed with a decision of the Communications Regulation Commission № 2039/03.11.2005.