

GENERAL TERMS AND CONDITIONS OF NEXCOM BULGARIA LLC FOR THE RELATIONSHIP WITH THE END USERS OF THE SERVICE ACCESS TO VOICE TELEPHONE SERVICE THROUGH PUBLIC PAYPHONES

I. GENERAL TERMS

1. The present general terms and conditions settle the relations between Nexcom Bulgaria LLC (referred hereunder as NEXCOM), with a seat and address of management in the city of Sofia, Krum Popov St., 75, fl. 4, holding Registration certificate under General license № 204-05984/16.05.2006 for carrying out of telecommunications when rendering the service access to voice telephone service through public payphones on the territory of Republic of Bulgaria and end users of the indicated service (referred hereunder as USERS).
2. USER of the service access to voice telephone service through public payphones (Service) is every person, using against payment public payphones, connected to centralized system for management and control, each booth being connected to the public telecommunications network for the provision of fixed voice telephone service of NEXCOM.
3. The present General terms and conditions are obligatory for NEXCOM and the USERS from the moment of their harmonization by the Communications Regulation Commission (CRC) on, being an inseparable part of the individual contract, signed between the parties.
4. NEXCOM has the right to carry out telecommunications activity – provision of the Service through its own telecommunications network for the rendering of fixed voice telephone service.
- 5.1. The service is provided to the USERS solely through Customer premises equipment (CPE), under the § 1, point 16 from the additional decrees of the Telecommunications Act /released in Official Gazette issue 88/2003/, which are with evaluated correspondence according to the Regulation for the significant requirements and evaluation of the correspondence of radio equipment and end telecommunication devices (released in Official Gazette issue 79/2002).
- 5.2. CPE is property of NEXCOM and is installed solely by the company's employees. Attachment to the fixed public telecommunications network of NEXCOM by persons other than company's employees, as well as CPE, which is not property of NEXCOM and does not meet the requirements according to the previous paragraph are not allowed.
6. NEXCOM offers the Service on the territory of Republic of Bulgaria, for which it has received a registration from the Communications Regulation Commission in accordance with the valid normative order.

II. SERVICE, PROVIDED BY NEXCOM

- 7.1. NEXCOM provides the service access to voice telephone service through public payphones, connected to its public telecommunications network.
- 7.2. When providing the service, NEXCOM ensures quality of service parameters, stated in the Individual license № 116A-02667/15.10.2004, amendment № 116A-02667-01/10.03.2005, amendment № 116A-02667-02/12.09.2005, amendment № 116A-02667-03/14.10.2005 for carrying out of telecommunications through public fixed telecommunications network and providing fixed voice telephone service, defined according to ETSI EG 201769, namely:
 - 7.2.1. Number of line break-downs – up to 12%;
 - 7.2.2. Time for break-down elimination – up to 24 hours;
 - 7.2.3. Percentage of unsuccessful calls – up to 0.5%;
 - 7.2.4. Time for making a connection – up to 30 seconds;
 - 7.2.5. Time for making a connection (answering) in cases of calls for services through an operator – up to 20 seconds;
 - 7.2.6. Time for making a connection (answering) in cases of calls to telephone information services – up to 20 seconds.

III. CONTRACT FOR RENDERING THE SERVICE TO THE USERS

8.1. Aiming at service provision, a contract is signed between NEXCOM and the USERS. The contract is informal, commutative and paid.

8.2. The contract is considered to be signed with the achievement of the simple agreement on the use of service under publicly announced price conditions and unambiguous concluding actions for the signing of the contract. In order to avoid contradiction, according to the present General terms and conditions, 'concluding actions' mean: a) Placing legal means of payment (coins) or particular tokens in specially made racks in public telephone apparatus; b) Buying prepaid cards (regardless of the material bearer and the technology for access authorization – magnetic strip, chip or PIN code) by the USERS; c) Making a voice telephone call from a public telephone booth, where a public telephone apparatus is installed.

8.3. Depending on the chosen way of using the service and respectively the possibilities for its provisioning, the contract between the parties is valid as long as: a) the electronic system of the public telephone apparatus with coins or tokens accounts for an available credit; b) the electronic system of the public telephone apparatus with a prepaid card accounts for a credit; c) Concluding the outbound call through executed connection failure on the part of the USER and payment of the contract price.

IV. RIGHTS AND OBLIGATIONS OF NEXCOM

9. 1. NEXCOM has the right:

9.1.1. to provide the USERS with the service according to part II of these General terms and conditions, through public telephone apparatuses, using coins or prepaid cards (regardless of the material bearer and the technology for access authorization – magnetic strip, chip or PIN code) or through public telephone apparatuses, installed in public payphones;

9.1.2. To install public telephone apparatuses and respective centralized system for management and control;

9.1.3. To receive the recompense under the contract in exchange for the service provided;

9.1.4. To expose directions and instructions to the USERS at publicly accessible places concerning the proper use of CPE and the correct billing of the amounts due under the contract;

9.1.5. to cease temporarily the provisioning of the service when executing prophylactic examinations, repairs, upgrades and development of its network, after a preliminary notification to the USERS, published in a proper terms on the website of NEXCOM or in a national daily newspaper. The terms of the disconnection or the deteriorated quality of the service are indicated in the notification;

9.1.6. To turn CPE temporarily off in case of determined technical failure and/or ill-intentioned connection to the network of NEXCOM through CPE;

9.1.7. To cease immediately the access to its network, respectively the use of the service, in case of:

A) Ascertaining illegal use of the network for the achievement of goals, prohibited by the law;

B) Determining violation of the present General terms on the part of the USER.

9.2. Nexcom is obliged to:

Carry out telecommunications activity in accordance with the decrees of the operative legislature and the adopted for application in the Republic of Bulgaria standards and other technical specifications, requirements for electromagnetic compatibility, the safety rules and technical requirements, to guarantee:

A) the safety of the USERS, employees, environment and the life and health of people in normal working conditions, as well as in cases of failure;

B) The services quality.

9.2.2. In relation to the execution of the commitment, stated in the previous point, NEXCOM is obliged:

A) To use only telecommunication devices with evaluated compliance and launched on the market according to the operative normative acts in the sphere;

B) To use the telecommunication devices only for the purpose and in the way, defined by the producer;

C) To use technically trouble free telecommunication devices;

D) Not to change the technical characteristics of the used telecommunication devices.

9.2.3. To provide a constant, reliable and high-quality work of its network 24 hours a day and 7 days a week;

9.2.4. To provide services to all USERS in conditions of equality;

9.2.5. Not to give information regarding USERS to third parties, without USERS' explicit consent, except for the cases, when the information is rendered in response to a lawful request by the respective authorities;

- 9.2.6. To eliminate break-downs, which are due to external reasons and to set the network in a condition of normal work in the shortest terms possible after the elimination of the reasons;
- 9.2.7. To eliminate break-downs in its network which occurred in normal working conditions within 24 hours from the notification by the phone or e-mail;
- 9.2.8. NEXCOM determines the following telephone and e-mail for inquiries by the USERS regarding failures, break-downs, etc., and maintains electronic register with the date and hour of the inquiry, the reason and time for the failure's elimination:
Telephone: 02/490 1 490
E-mail: helpdesk@nexcom.bg
- 9.2.9. To inform the USERS through its internet site www.nexcom.bg in the shortest term possible about limitations in the provisioning of the service, set by a competent state body in extraordinary circumstances or in relation to the national security and defense of the country;
- 9.2.10. To guarantee the secret of the communications and protection of personal data when carrying out telecommunications according to Chapter XIV of Telecommunications Act and the decrees of the Personal Data Protection Act;
- 9.2.11. To connect all installed by it public telephone apparatuses to the centralized system for management and control;
- 9.2.12. To keep a report for the technical condition of all public telephone apparatuses, as well the traffic capacity. The data are stored for the period of not less than 12 months;
- 9.2.13. To provide access to the services for emergency calls to Emergency medical help, Policy National service and Fire and Breakdown National service for free;
- 9.2.14. To install public telephone apparatuses which ensure special conditions for servicing end users from different handicapped groups. For that purpose the public telephone apparatuses are expected to have standard technical characteristics, installed on every public telephone apparatus with that end in view;
- 9.2.15. To accept and enter the written complaints about the provided telecommunications service in an electronic register. The complaints are considered by NEXCOM and answered in written within a one-month period from their entering in the register. The register is kept by observing the operative rules for personal data protection, the information about the complaints made, as well as about the answers given to each of them being stored for the period of 12 months;
- 9.2.16. In case of crisis, when declaring martial law, state of war or state of emergency under p. 60a of the Act of Defense and military forces of Republic of Bulgaria: a) to assist the competent bodies in the provision of telecommunications through the equipment which remains under NEXCOM's control; b) to meet the requirements of the competent bodies for the restriction of the use of public telephones in a period of time fixed by them.

V. RESPONSIBILITY OF NEXCOM

- 10.1. NEXCOM is not responsible for:
- 10.1.1. The service quality, unless the reason is not in the network;
- 10.1.2. The way, in which the USER utilizes CPE and for all the consequences from it, such as the inability of the USER to make a connection with the network, unless the reason for that lies in the responsibilities of NEXCOM;
- 10.2. Nexcom is responsible for:
- 10.2.1. In case of necessity, related to the national security, to provide the opportunity for execution of surveillance and access to the centralized system for management and control on the part of the specialized agencies of the Ministry of the Interior;
- 10.2.2. To ensure, when requested, and not less often than once a year information about the service provided and information about extensions, modernizations and changes, as well as development perspectives to CRC for the needs of national security and defense of the country.

VI. RIGHTS AND OBLIGATIONS OF USERS

- 11.1. USERS have the following rights:

- 11.1.1. To use the service in part II, according to these General terms and conditions and General license № 204/07.06.2004 for carrying out of telecommunications when providing the service access to voice telephone service through public telephone apparatuses (Released in Official Gazette Issue 56/2004, corrected and amended in Official Gazette Issue 104/2005) /the General license/;
- 11.1.2. To inform NEXCOM about problems, related to the use of service in the way, set in p. 9.2.8 of these General terms;
- 11.1.3. To file requests, complaints and suggestions to NEXCOM and CRC and receive answers in written in the time according to p. 9.2.15 of these General terms.
- 11.2. USERS have the following obligations:
 - 11.2.1. To get acquainted with the present General terms and conditions before using the service;
 - 11.2.2. To abide by these General terms and conditions;
 - 11.2.3. To use just those CPE, installed by NEXCOM;
 - 11.2.4. To use the service only for the achievement of goals and intentions, not forbidden by the operative in Republic of Bulgaria normative acts, in accordance with the constitutionally regulated right of each citizen or juridical person to seek, receive and distribute information;
 - 11.2.5. To observe the directions, instructions and recommendations of NEXCOM for the proper use of CPE and the correct billing of the spent amounts under the contract;
 - 11.2.6. Not to take actions towards illegal hindrance of the other USERS' access to the network or the other USERS' use of the service;
 - 11.2.7. Not to take actions which deteriorate the quality of the service, provided by NEXCOM;
 - 11.2.8. To pay the prices set by NEXCOM in the ways, defined in part VIII of these General terms and conditions;
 - 11.2.9. When using the service not to deliver messages, containing threats to the physical integrity and bodily inviolability of person, harming the reputation of another person or calling for violent change of the constitutionally set order, for committing a crime, for violence or rousing racial, national, ethnical or religious hatred. Not to deliver false messages for the occurrence of break-downs, natural disasters, fires, terrorist acts, need for medical help, etc.
 - 11.2.10. When using the service not to infringe any property rights and legal interests of third parties.

VII. RESPONSIBILITY OF THE PARTIES

12. Each of the parties is responsible for damages, caused to the other party, which are a direct or indirect consequence of the negligence of their obligations according to these General terms. The responsibility is realized under the general order.

VIII. PRICES, CONDITIONS AND FORMS OF PAYMENT OF THE SERVICE

- 13.1. All payments due for the use of service are made according to the valid price list (Tariff) of NEXCOM.
- 13.2. The billing of the use of service is done in impulses. The amount of an impulse is defined in the Tariff.
14. For every payment made for the use of service NEXCOM issues an individual receipt, according to the operative tax and accounting legislature. In cases when it is possible, the data, necessary for the payment are stored by Nexcom till the respective receipt is issued.
15. NEXCOM has the right to change the prices of the provided service according to Telecommunications Act and the sub delegated legislation about its application.
16. NEXCOM makes the price list (Tariff) for the services provided by it public, making it available for the USERS at generally accessible places, including each own object with generally accessible public payphones, where public telephone apparatuses are installed.
17. The USERS pay for the use of the service according to the different public telephone apparatuses, installed by NEXCOM:
 - 17.1. Through coins or particular tokens in specially made racks in public telephone apparatus;
 - 17.2. By buying prepaid cards (regardless of the material bearer and the technology for access authorization – magnetic strip, chip or PIN code), issued by NEXCOM;

17.3. By paying in cash or through debit/credit bank card in generally accessible public telephone apparatuses. The payment is due after the use of the service is over and the automatic billing system has stopped completely the counting of the respective units.

IX. DISPUTE SETTLING

18.1. Disputes between NEXCOM and USER are settled through direct negotiations between them.

18.2. When an agreement is not reached, each of the parties can ask for assistance from CRC or submit the dispute to the competent Bulgarian court for settlement.

X. CORRECTIONS AND AMENDMENTS OF THE GENERAL TERMS AND CONDITIONS

19.1. NEXCOM can make changes in the General terms and conditions based on a suggestion of USERS, on the initiative of CRC or its own initiative. Each change is due to agreement by CRC.

19.2. NEXCOM makes the General terms and conditions public within a seven-day period after their concordance or amendment, according to point 27, paragraph 2 of the General license.

19.3. NEXCOM makes the General terms and conditions public for its USERS, placing them at proper generally accessible positions, including in its office on the territory, where it provides the services, during the whole period of operation of the License and gives access to them to the USER.

XI. APPLICABLE LAW

20. The decrees of the valid Bulgarian legislature are applicable for all issues that are not considered in the present General terms and conditions.

The present General terms and conditions are agreed with a Decision of CRC № 1805/05.09.2006.