



# **GENERAL TERMS AND CONDITIONS**

**for Establishing a Subscriber Relationship  
and Use of the Services of  
Makedonski Telekom AD - Skopje**

# General Terms and Conditions for Establishing a Subscriber Relationship and Use of the Services of Makedonski Telekom AD - Skopje

INTRODUCTION .....	5
BASIC PROVISIONS .....	5
1.1. Subject of the General Terms and Conditions.....	5
1.2. Subject of the Contract on establishing a subscriber relationship .....	5
1.3. Provision of public electronic communication services.....	5
MEANING OF THE TERMS CONTAINED IN THE GENERAL TERMS AND CONDITIONS .....	6
CONTRACTING PARTIES OF THE CONTRACT ON ESTABLISHING A SUBSCRIBER RELATIONSHIP .....	6
3.1. Name and address of Makedonski Telekom.....	7
3.2. Subscriber .....	7
3.2.1. Natural person .....	7
3.2.2. Legal entity .....	7
3.2.3. Legal entity with a special status.....	7
3.3. Contact centre and points of sale for customer relations.....	7
TARIFF MODELS AND ADDITIONAL SERVICES .....	7
4.1. Tariff models.....	7
4.2. Additional services, value-added services and other services.....	7
REQUIRED SERVICE QUALITY .....	8
5.1. Obligation for the quality of public communication services .....	8
PRICES AND PAYMENT .....	8
6.1. Prices and payment .....	8
6.2. Initial connection fee.....	8
6.3. Itemised bill .....	9
6.4. Subscription fee.....	9
6.5. Fee for reconnection of a temporarily disconnected subscriber due to non-payment.....	9
6.6. Payment .....	9
6.7. Method of payment.....	10
6.8. Advance payment and deposit .....	10
6.9. Due date for bill payment .....	10
6.10. Calculation of legally defined penalty interest for late payment .....	10
6.11. Discounts .....	10
6.12. Refund.....	10

6.13. Manner of refund .....	11
ESTABLISHING A SUBSCRIBER RELATIONSHIP .....	11
7.1. Basis for establishing a subscriber relationship.....	11
7.2. Formal and procedural rules for concluding a contract on a subscriber relationship.....	12
(A) Preparing a request.....	12
(B) Necessary data to be included in the request and required documents.....	12
(C) Priority requests.....	13
(D) Rejection/suspension of the request .....	13
7.3. Concluding a contract on a subscriber relationship.....	14
7.4 Connection.....	15
7.5. Communication services .....	15
7.6. Subscriber terminal equipment and installations.....	15
7.7. Amendments to the Contract .....	16
RESTRICTION OR TERMINATION OF ACCESS TO PUBLIC COMMUNICATION SERVICES .....	16
8.1. Restriction or interruption of communication services.....	16
8.2. Procedure for the interruption of the provision of communication services due to non-payment.....	16
8.2.1. Procedure for the interruption of fixed electronic communication services .....	16
8.2.2. Procedure for the interruption of mobile electronic communication services .....	17
8.3 Collection of receivables through courts.....	17
8.4. Temporary interruption of the provision of communication services (suspension) .....	17
8.5 Disconnection of communication services in case of bankruptcy and liquidation .....	17
8.6. Lost or stolen SIM card.....	17
OTHER SERVICES .....	18
9.1 Relocation of the subscriber line at a request of the subscriber .....	18
9.2. Change of subscriber number .....	18
9.3 Change of the subscriber's name at the same address (natural person).....	18
9.4. Change of the title of the subscriber (legal entity), division of a legal entity into one or more legal entities (legal successors) .....	19
9.5. Assignment of the right to use the subscriber line.....	19
9.6 Change of subscriber data.....	19
9.7. Changes in the services .....	19
9.8. Services provided by other operators /communication service providers.....	20
9.9.1. Obligations of Makedonski Telekom, as a delivering operator .....	20
9.9.2. Obligations of the subscriber, when Makedonski Telekom is a delivering operator .....	20
9.9.3. Obligations of Makedonski Telekom, as a receiving operator .....	21
9.9.4. Obligations of the subscriber when Makedonski Telekom is a receiving operator .....	21
9.10. Geographic number portability.....	21
RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES.....	21
10.1. Rights of the subscriber .....	21

10.2. Rights of Makedonski Telekom .....	22
10.3. Obligations of the subscriber .....	23
10.4 Obligations of Makedonski Telekom .....	24
10.5 Responsibilities of Makedonski Telekom.....	25
DURATION AND TERMINATION OF THE CONTRACT, TERMINATION OF THE SUBSCRIBER LEGAL RELATION.....	25
11.1. Duration of the subscriber contract .....	25
11.2. Termination of the contract by the subscriber .....	25
11.3. Termination of the contract by Makedonski Telekom .....	25
COMPLAINTS.....	26
12.1. Filing complaints .....	26
COLLECTION, PROCESSING, STORAGE AND PROTECTION OF CUSTOMER DATA.....	26
FINAL PROVISIONS.....	27
14.1. Modifications and amendments to the General Terms and Conditions.....	27
14.2. Application of the General Terms and Conditions .....	27
14.3. Force Majeure.....	27
14.4. Dispute resolution .....	27
14.5. Entry into force.....	27

## INTRODUCTION

The General Terms and Conditions for establishing a subscriber relationship and use of the services of Makedonski Telekom AD Skopje (hereinafter referred to as: General Terms and Conditions), contain and regulate the general terms and conditions of the Standard Subscriber Contract on establishing a subscriber relationship for providing access to the public communication network and use of the public electronic communication services of Makedonski Telekom (hereinafter referred to as: the Contract), including the rights and obligations of the contracting parties.

These General Terms and Conditions are in accordance with the Law on Electronic Communications, the Rulebook on the type and content of the data and information on the general conditions regarding the access and use of public communication services published by the operators and on the type and content of the data to be published by the Agency for Electronic Communications (hereinafter referred to as: the Rulebook), as well as with other relevant rules and regulations.

Makedonski Telekom AD - Skopje (hereinafter referred to as: Makedonski Telekom) may modify and/or amend these General Terms and Conditions, especially if such modifications and/or amendments are imposed by the market conditions or the legal regulations.

These General Terms and Conditions and their amendments are available for inspection at any point of sale of Makedonski Telekom, as well as on the website [www.telekom.mk](http://www.telekom.mk).

The electronic log files from the records of Makedonski Telekom on the performed activation and deactivation of certain basic and additional communication services, as well as the log files on the performed activation and deactivation by calling the free telephone number 122 of the Contact Centre of Makedonski Telekom, constitute an integral part of these General Terms and Conditions.

These General Terms and Conditions shall apply as of the day of their publication on the website [www.telekom.mk](http://www.telekom.mk) and they shall apply to all subscribers who are end users of the public electronic communication services of Makedonski Telekom as of that date.

Based on previously defined conditions and criteria, the subscriber may also conclude additional commercial contracts on the use of the services of Makedonski Telekom, which may stipulate rights and obligations other than those specified in the applicable General Terms and Conditions.

## BASIC PROVISIONS

### 1.1. Subject of the General Terms and Conditions

These General Terms and Conditions shall, inter alia, regulate into greater detail the conditions contained in the Standard Subscriber Contract, concluded between Makedonski Telekom, as an operator of a public communication network, on the one hand, and the subscribers, as end users of public electronic communication services, on the other hand.

Within the meaning of these General Terms and Conditions, the services of Makedonski Telekom shall include: connection to the public electronic communication network, access to the public electronic communication network, public electronic communication services, value added services, as well as additional services that are provided on the basis of these General Terms and Conditions and the Contract. These General Terms and Conditions shall not apply to the voice over payphones service of Makedonski Telekom, the services provided by another operator, as well as other services that are hereinafter explicitly excluded.

### 1.2. Subject of the Contract on establishing a subscriber relationship

The contract concluded between Makedonski Telekom and the subscriber constitutes the basis for establishing a subscriber relationship on the use of the services of Makedonski Telekom AD - Skopje. The Contract between Makedonski Telekom and the subscriber also regulates special terms and conditions agreed between both parties.

### 1.3. Provision of public electronic communication services

Makedonski Telekom provides electronic communication services in accordance with the Law on Electronic Communications (hereinafter referred to as: the Law) and the by-laws. Public electronic communication services are available to every customer under non-discriminatory, objective and transparent conditions, except in the cases of limitations related to the capacity of Makedonski Telekom.

Makedonski Telekom shall not refuse to satisfy a reasonable request for electronic communication service by any person who is willing to accept and comply with the terms of use of the services of Makedonski Telekom.

Makedonski Telekom shall provide its subscribers - end users with connection and/or access to the public electronic communication network and/or to public electronic communication services in accordance with the list of published services, included in the official Pricelist of Makedonski Telekom, based on a concluded contract, and upon a previously received request for concluding a subscriber contract, except in cases of limitations related to the capacity and technical capabilities of Makedonski Telekom, regarding which it shall notify the submitter of the request in writing.

## MEANING OF THE TERMS CONTAINED IN THE GENERAL TERMS AND CONDITIONS

Each of the following terms has the following meaning:

1. 'Electronic communications network' means a transmission system and, where applicable, switching or routing equipment and other assets, including non-active network elements, which enable the transmission of signals by wire, radio waves, optical or other electromagnetic means, including satellite networks, fixed (circuit-switched or packet-switched, including the Internet) and mobile terrestrial networks, electric-power cable systems, if used for the transmission of communication signals, broadcasting networks and cable television networks, regardless of the type of information transmitted;
2. 'Electronic communications service' means a service usually offered for a fee, which consists entirely or mainly of the transmission of signals over electronic communications networks and includes telecommunications services and transmission services in networks intended for broadcasting or rebroadcasting programme contents, but excludes services that enable or perform editing control over the content transmitted using electronic communications networks or services, and does not include information society services that do not consist, in whole or in part, of transmission of signals over electronic communications networks;
3. 'Electronic mail' means a message in the form of text, sound or image transmitted over a public electronic communications network, which may be stored in the network or in the terminal equipment of the recipient, until it is downloaded by the recipient;
4. 'Public electronic communications network' means an electronic communications network that is used entirely or mostly for providing publicly available electronic communications services that support the transmission of information between network termination points;
5. 'Public electronic communication service' means an electronic communication service available to the public;
6. 'Publicly available telephone service' means a service available to the public for making and receiving, directly or indirectly, national or national and international calls through a number or numbers from the national or international telephone numbering plan;
7. 'User identification code' means a unique identification code assigned to a subscriber or a registered customer for internet access service or internet communication service;
8. 'Value-added service' means a service that requires a greater level of processing of traffic data or location data than the one that is necessary to ensure the transmission of the communication or the charging for it;
9. 'Network termination point' means a physical point at which the subscriber has access to a public communications network. When networks include switching or routing, the network termination point is identified by a special network address, which refers to a subscriber number or name;
10. 'Terminal equipment' means a product or its respective part that enables communication by connecting directly or indirectly to a network termination point of a public electronic communication network that is used in whole or in part to provide public electronic communication services;
11. 'Data on communication traffic' means data that is processed with a view to the transmission of communication via a public electronic communication network or for the purpose of charging it;
12. 'Location data' means data processed in a public electronic communications network or by a public electronic communication service that indicates the geographic location of the terminal equipment of an end user of a public electronic communication service;
13. 'Breach of personal data security' means a breach that leads to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to personal data transmitted, stored or otherwise processed in connection with the provision of public electronic communication services;
14. 'Calling Line Identification Presentation' means a service that enables the called subscriber to identify the network termination point from which the call originates based on a number or a code assigned for that network termination point;
15. 'Called Line Identification Presentation' means a service that enables the calling subscriber to identify the network termination point where the call terminates based on a number or a code assigned for that network termination point;
16. 'Number' means the number defined in the Numbering Plan for Public Communication Networks and Services of the Republic of Macedonia;
17. 'Emergency service numbers' means numbers from the Numbering Plan for Public Communication Networks and Services of the Republic of Macedonia that are specifically assigned to the police, the fire brigade, the emergency medical assistance, the Information and Alarm Centre, including the unique **European emergency number "E-112"**, as well as the unique European number 116,000, which is intended for reporting missing children;
18. 'Subscriber' means a natural person or a legal entity that for the purpose of using public electronic communication services, concludes a contract with an operator that provides such services;
19. 'Customer' means a natural person or a legal entity that uses or requests a public electronic communication service, a customer also being a natural person who uses a public electronic communication service for private or business purposes and who does not have to be subscribed to such services;
20. 'End user' means a user who does not have a public communication network or does not provide a public communication service.

## Chapter III

### CONTRACTING PARTIES OF THE CONTRACT ON ESTABLISHING A SUBSCRIBER RELATIONSHIP

Contracting parties of the Contract are Makedonski Telekom, as an operator of a public electronic communications network, on the one hand, and the subscriber, as the end user of public electronic communication services, on the other hand.

### 3.1. Name and address of Makedonski Telekom

The name of the Company is Makedonski Telekom, Joint Stock Company for Electronic Communications, while the abbreviated name of the Company is Makedonski Telekom AD - Skopje. The headquarters of the Company is in Skopje, at Kej 13 Noemvri No. 6 (hereinafter referred to as: Makedonski Telekom).

### 3.2. Subscriber

A subscriber to the services of Makedonski Telekom can be a natural person or a legal entity that, for the purpose of providing access to the public communication network and using public electronic communication services, concludes a contract with Makedonski Telekom.

#### 3.2.1. Natural person

Natural person within the meaning of these General Terms and Conditions is a person who has a legal and a business capacity and who has concluded a standard subscriber contract on the use of communication services.

A foreign natural person can be a subscriber to the services of Makedonski Telekom, if, in addition to the other required documents referred to in item 7.2. (B), at the request of Makedonski Telekom, he/she also submits a financial guarantee for the fulfilment of the payment obligations under the contract.

#### 3.2.2. Legal entity

A legal entity is an entity registered in the Central Registry of the RM.

Natural persons pursuing a freelance career (lawyers, doctors, notaries, accountants, etc.), according to these General Terms and Conditions, are considered legal entities.

#### 3.2.3. Legal entity with a special status

A foreign legal entity, an international organization or mission can be a subscriber, if it submits proof of its registration with the competent state authorities in the Republic of Macedonia. The required documents for legal entities are given in item 7.2. (B).

### 3.3. Contact centre and points of sale for customer relations

By calling the telephone number 122 of the Contact Centre, customers can get any information about their bills, debt, products and services, as well as offers.

The fault reporting service is available 6 days a week, from 7-20 hrs, at the phone number 122.

## Chapter IV

### TARIFF MODELS AND ADDITIONAL SERVICES

#### 4.1. Tariff models

By concluding a subscriber contract, the subscriber becomes entitled to use the services provided by Makedonski Telekom in accordance with the tariff model/package chosen by the subscriber.

The subscriber may request a change of the tariff model, but no more than once a month, for which he/she shall pay a fee in accordance with the Pricelist of Makedonski Telekom.

The subscriber chooses the desired tariff model independently and according to the preferences thereof, in accordance with these General Terms and Conditions and the applicable Pricelist of Makedonski Telekom.

The tariff models offered by Makedonski Telekom are available to subscribers - natural persons and legal entities.

The characteristics of each tariff model and the possible combinations between the tariff options are defined in the applicable Pricelist of Makedonski Telekom.

#### 4.2. Additional services, value-added services and other services

By concluding the subscriber contract, the subscriber becomes entitled to use additional services, value-added services and other services.

The activation and deactivation of additional services, value-added services and other services can be performed by the subscriber in one of the following manners, depending on the type of service:

- by signing an adequate form (request, annex to the contract);
- by calling a dedicated telephone number assigned for that purpose;
- electronically via the website of Makedonski Telekom;
- by sending an SMS to a phone number assigned for that purpose; available to the subscriber in another manner (website, user web portals, mobile applications and visual IVR).

The subscriber may cancel at his/her request the use of some additional services for which no additional monthly subscription is paid and which are automatically available to him/her by selecting the tariff model he/she shall use.

The electronic log files from the records of Makedonski Telekom for performed activation and deactivation of electronic communication services electronically (SMS message, audio recording, calling a telephone number, website, e-mail, electronic signature, etc.), as well as administration of other subscribers' data are considered an integral part of the subscriber contract, and they shall be kept by Makedonski Telekom until the expiry of the validity of the subscriber contract.

The subscriber undertakes to pay a fee for the use of additional services in accordance with the Pricelist of Makedonski Telekom. The fee for the use of additional services is invoiced in the regular monthly bill for the use of mobile and fixed communication services.

The subscriber undertakes to compensate all costs for the use of additional services, which he/she uses on any basis. In the case of non-compliance with the obligation to compensate the costs, Makedonski Telekom has the right to temporarily disconnect the subscriber line, in accordance with these General Terms and Conditions.

After submitting a request for the activation or deactivation of additional services, Makedonski Telekom should act no later than 3 (three) working days as of the submission of the request.

## Chapter V

### REQUIRED SERVICE QUALITY

#### 5.1. Obligation for the quality of public communication services

Makedonski Telekom is obliged to ensure that the quality of public electronic communication services is at the level stipulated by the Law on Electronic Communications and other by-laws.

## Chapter VI

### PRICES AND PAYMENT

#### 6.1. Prices and payment

Makedonski Telekom defines the prices for access and use of public electronic communication services in the official Pricelist and on its website.

The subscriber shall pay a one-time initial connection fee, a monthly fee (subscription fee), as well as a fee for any generated volume of communication traffic and for any used additional services.

The prices of the public electronic communication services are defined, changed and supplemented by Makedonski Telekom, in accordance with the applicable regulations.

Makedonski Telekom shall be entitled once a year to harmonize the prices of public electronic communications services with the annual cost of living index - COICOP (hereinafter referred to as: Annual Index) published by an authorized state authority.

In the event of an increase or a decrease in the Annual Index exceeding 1%, Makedonski Telekom shall be entitled to increase or decrease the prices of public electronic communications services in the amount of the change in the Annual Index. Any changes of the Annual Index less than and equal to 1% shall not be taken into account.

The percentage change in the prices of the Operator's public electronic communications services shall not be higher than the percentage change in the Annual Index for the corresponding year. Such a change shall be made in the current prices of the services within 3 (three) months as of the first day of the month following the publication of the Annual Index by an authorized authority. The price of public electronic communications services harmonized with the Annual Index shall constitute the basis for any future adjustments. The Operator shall be entitled to start applying the mechanism for harmonizing the prices with the Annual Index from the moment of its announcement for the year 2024.

Makedonski Telekom shall inform the subscribers thereof about the change in the prices of its services through its website or in another manner easily accessible to the customers.

The adjustment of the service prices in accordance with the Annual Index shall not be considered a modification of the terms of the subscription agreement and the subscriber shall not be entitled to prematurely terminate the agreement without being charged a contractual penalty or penalties.

If there is a change of the prices of the services or in the method of the charging for them, Makedonski Telekom shall notify the subscribers in writing, within a period not shorter than 30 days prior to the day of the introduction of the changes.

Makedonski Telekom can establish an advance payment system for the use of communication services by means of vouchers (prepaid system).

#### 6.2. Initial connection fee



The subscriber shall pay a one-time fee for the initial connection to a public communication network.

A one-time fee is charged in the event of relocation of the connection to another address and for the purposes of assigning the subscriber right to another person.

### 6.3. Itemised bill

Makedonski Telekom prepares an itemised bill for the subscriber for the purposes of controlling the amount charged for the services, which enables him/her to check and control the costs for the used electronic communication services without any data on calls to free telephone numbers and emergency service numbers, as well as a detailed overview of the traffic generated at their request for a maximum of 6 months prior to the day of the receipt of the request. The bill shall be issued **in the subscriber's name and sent to his/her address or to the address to which the subscriber requested to have it delivered** or in another manner as agreed by the subscriber. The payment of the bill shall be considered to have been effectuated on the day when the payment is made.

### 6.4. Subscription fee

A subscription fee is a monthly amount charged to the subscriber in advance for each month as a fee for using the electronic communications service, regardless as to whether the subscriber uses such service or not.

When establishing a subscriber relationship, the subscription fee is charged starting from the day when the subscriber's terminal equipment is connected to the communication network of Makedonski Telekom, i.e. from the day of the activation of the requested electronic communication service.

In the first bill, Makedonski Telekom shall invoice to the subscriber a subscription fee for the expired initial period of use of the communication service, as well as the subscription fee for the current month. If the subscriber relationship during the calendar month is shorter than 30 days, the monthly fee and the subscription fee for additional services are charged by calculating 1/30 of the monthly fee and the subscription fee for additional services (if any) for each day.

The monthly fee is invoiced until the moment when Makedonski Telekom cancels the access to services in both directions.

### 6.5. Fee for reconnection of a temporarily disconnected subscriber due to non-payment

In terms of reconnecting a disconnected subscriber, Makedonski Telekom reserves the right to charge a fee in accordance with the Pricelist.

Value-added services are charged per event/call and per duration.

For the purpose of harmonization with the regulations applied in the European Union, the Agency for Electronic Communications envisages that in the future, when there are technical possibilities, the unique emergency number 112 shall apply. The Agency for Electronic Communications has also assigned other numbers, in addition to 112, which shall be available for calls to various types of emergency services:

- 192 - Police
- 193 – Fire Brigade
- 194 - Ambulance
- 195 - Crisis Management Centre.

The Agency for Electronic Communications has assigned abbreviated numbers for services of social importance:

- 196 – Road Assistance Service
- 197 – Customs Administration
- 198 - Public Revenue Office
- 199 - Ministry of Interior
- 190 - AEC Contact Centre.

The call to the number of the Road Assistance Service is charged according to the tariff defined in the Pricelist of Makedonski Telekom, whereas calls to the other numbers are free of charge.

### 6.6. Payment

The payment for the used electronic communication services is made within the deadline indicated on the bill (invoice).

The calculation and charging of the services in accordance with these General Terms and Conditions and the contract are given rise with the activation of the requested service.

The payment of the bills is a responsibility of the subscribers. Non-receipt of the bills shall not release the subscribers from the obligation to pay the amount indicated in the bill within the stipulated deadline, i.e. the subscriber is obliged to ask for the bill if he/she has not received one. The subscriber can get a copy of the bill in the points of sale of Makedonski Telekom, for which a fee is charged in accordance with the Pricelist.

The payment shall be considered to have been effectuated on the day when the payment is made. Information about the amount of the bills can be provided to the subscribers only in person by the Contact Centre or on the website of Makedonski Telekom, with their account identification and subscriber designation (PIN, PUK and similar codes).

The operator shall monitor the usual behaviour of the subscriber during the use of its services and notify him/her free of charge, if it establishes any unusual and sudden increase in the amount for the use of certain services, which may point to fraud or unauthorized use. An unusual and sudden increase in the amount of the use of certain services is considered to have occurred if the amount exceeds at least twice the average amount that the subscriber has paid in the last three months for existing subscribers, i.e. twice the amount of the subscription fee in the previous month for new subscribers. Macedonian Telekom has the right to demand an early payment of the non-invoiced amount.

If the subscriber fails to pay the amount within the specified deadline, Makedonski Telekom reserves the right to temporarily interrupt the provision of the service.

#### 6.7. Method of payment

Subscribers can pay their bills (invoices) in one of the following manners:

- in cash and with payment cards at the points of sale of Makedonski Telekom AD - Skopje, as well as at the self-payment devices;
- in cash at the points of sale of our sales agents;
- in the business units of PE Macedonian Post or in the commercial banks in the Republic of Macedonia;
- non-cash payment on the bank account indicated on the bill;
- under a standing order if they are users of transaction accounts in banks with which Makedonski Telekom has concluded contracts for such payment;
- electronically on the website of Makedonski Telekom - <https://moj.telekom.mk> and <http://www.telekom.mk/plati-onlajn.nsp> and via the TELEKOM MK mobile application.

#### 6.8. Advance payment and deposit

The subscriber has the right to deposit a certain amount of funds as an interest-free advance payment on the bank account, from which funds shall be drawn to settle the payment obligations towards Makedonski Telekom. In this case, the services shall be charged by directly deducting the funds deposited as an advance payment.

Makedonski Telekom has the right to ask the subscriber to deposit certain amount as a deposit and/or guarantee, especially regarding an access to the public communication network of a temporary nature, when concluding a subscriber contract with a subscriber who is not a citizen of the Republic of Macedonia or with a subscriber who has no adequate proof of solvency after disconnecting the subscriber due to delay or inability to pay, as well as in case of any unusual traffic.

For this purpose, these persons, along with signing the standard subscriber contract, should also sign an annex/confirmation to the subscriber contract for the payment of the deposit. The amount of the deposit shall be published in the Pricelist of Makedonski Telekom (except in the case of any unusual traffic), and the payment of the deposit shall be made in the shops of Makedonski Telekom.

In the event of late payment, Makedonski Telekom has the right to use the deposit to settle the subscriber's liabilities. If the deposit does not cover the entire outstanding amount, Makedonski Telekom shall inform the subscriber to settle the remaining debt.

The deposit shall be returned to the subscriber, without interest, after the expiry of the contract on the use of the services or after providing adequate proof of his/her solvency, provided that Makedonski Telekom has no financial claims against the subscriber due to any reason.

#### 6.9. Due date for bill payment

The payment of the services, regardless as to whether they are basic or additional, is made by the subscriber on a monthly basis within the deadline specified in the bill. Makedonski Telekom reserves the right to collect the due amount **from the subscriber's deposit.**

#### 6.10. Calculation of legally defined penalty interest for late payment

In the event of a late payment of the bill, Makedonski Telekom calculates a legally defined penalty interest for each day of delay of the payment on the part of the subscriber, at the rate stipulated by law.

The legally defined penalty interest is calculated for the period as of the first day after the expiry of the payment deadline specified in the bill until the day of payment of the bill.

#### 6.11. Discounts

Makedonski Telekom provides discounted services for certain categories of persons in accordance with the provisions of the General Terms and Conditions for Universal Service.

The person requesting to be granted a discount is obliged to submit an adequate decision from a competent authority as proof.

#### 6.12. Refund

Makedonski Telekom shall pay a refund to the subscribers in the following cases:

- if, when establishing the subscriber relationship, the requesting party pays the initial connection fee, and then decides not to establish a subscriber relationship in the period until the connection is installed. The refund is made in full;

- in the event of a temporary restriction or interruption of the access to services, Makedonski Telekom refunds the subscription fee and the fees for using additional services (if the subscriber has settled his/her debts) in an amount proportional to the duration of the period during which the service was not provided, if the interruption lasts longer than 3 hours. The calculated amount, for the entire duration of the limitations or interruptions, shall be deducted from the upcoming invoice for all subscribers who had had a limitation or interruption, without it being requested by the subscribers for the fixed communication network, and after a justified request by the subscribers for the mobile communication network. In this case, Makedonski Telekom shall not be responsible for any direct or indirect damage caused to the subscriber, related to lost profit, missed trading opportunities, lost reputation, etc. ;
- in other cases of a justified complaint by the subscriber for an established error in the invoicing that leads to an increase in the amount for used communication services, if he/she has settled the debts, in the amount of the incorrect debit;
- in the event of termination of the provision of the public communication service through no fault of the subscriber, Makedonski Telekom shall refund the rest of the money that was deposited in advance as an advance payment, the monthly fee, the fee for using additional services, if the subscriber requests it, after a prior settlement of the subscriber's total debt.

#### 6.13. Manner of refund

In the case as referred to in item 6.12. Makedonski Telekom shall make the refund to the subscribers as follows:

##### 1) Natural persons

- Through the payment operations with a payment instrument on the transaction account of the natural person – subscriber opened in a commercial bank in the RM;
- Cash payment.

##### 2) Legal entities

- Through the payment operations with a payment instrument on the transaction account of the legal entity – subscriber opened in a commercial bank in the RM.

In the case as referred to in item 6.12., paragraphs 2, 3, and 4, Makedonski Telekom shall make the refund by deducting the amount from the upcoming telephone bill.

## Chapter VII

### ESTABLISHING A SUBSCRIBER RELATIONSHIP

#### 7.1. Basis for establishing a subscriber relationship

The basis for establishing a subscriber relationship for using the services of Makedonski Telekom is a contract in writing for providing access to the public communication network and for using the public communication services of Makedonski Telekom, concluded between Makedonski Telekom and the user of the services.

The contract concluded with the subscriber contains in particular the following:

- name and address of the operator;
- the services to be provided, including in particular:
  - information on whether the service for access to emergency call services is provided and information about the location of the caller, as well as any restrictions on the provision of the service for access to emergency call services;
  - information on all other conditions that limit the access and/or the use of services and applications, information on the minimum quality level of the service provided, especially the deadline for the initial connection and, when appropriate, other service quality parameters;
  - information on any procedures established by the operator for measuring and shaping the traffic in order to avoid loading or overloading the network connection, as well as information about how these procedures would affect the quality of service,
  - the types of maintenance services and the envisaged customer support services, as well as the manners of establishing contact with these services and
  - any restrictions imposed by the operator regarding the use of the terminal equipment;
  - the possibility for the subscribers to state their opinion on having their personal data included and which of their data are to be included in telephone directories and telephone information services;
  - information on prices and tariffs, the manner of obtaining the latest information about all applicable tariffs and maintenance fees, as well as the possible payment methods, including any differences in the costs resulting from such possible payment methods;
  - duration of the contract and conditions for the renewal and termination of the services and the contract, including:
    - minimum period of using the services under promotional conditions defined in special offers,
    - all charges related to number portability and other identifiers and
    - all charges resulting from the termination of the contract, including reimbursement of costs for the terminal equipment;
    - all manners of compensation and refund in case of the non-fulfilment of the agreed level of quality of the provided service;
    - procedure for resolving complaints;
    - all types of actions that the operator may take in order to preserve its safety or integrity in response to incidents, threats and injuries;
    - the manner of informing the subscribers about any planned changes in the conditions and the manner of accepting the new conditions for the extension or termination of the contract;
    - procedures in the event of non-payment or late payment of the service fee;

- information specifically intended for persons with disabilities.

## 7.2. Formal and procedural rules for concluding a contract on a subscriber relationship

### (A) Preparing a request

The person who would like to establish a subscriber relationship with Makedonski Telekom for the provision of a certain type of public communication services submits a request for establishing a subscriber relationship, personally or through a person authorized for that purpose with a notarized power of attorney. The request for concluding a contract is prepared on a prescribed template (form) and submitted to Makedonski Telekom. By submitting the request, it is considered that the submitter of the request accepts the conditions for using the services of Makedonski Telekom stipulated by these General Terms and Conditions and the Contract.

The request, together with these General Terms and Conditions, constitutes an integral part of the Contract.

The request must contain all the requested data. If the request does not contain the respective data, a representative from Makedonski Telekom invites the person who submitted the request to provide the required data. The request is considered to have been submitted to Makedonski Telekom as of the day when it was duly filled out, completed with all the necessary data and signed by the submitter of the request.

The request for establishing a subscriber relationship is at the same time considered a request for installing a subscriber line, i.e. for activating a certain communication service and connecting the customer's terminal equipment.

When submitting and considering the request, Makedonski Telekom has the right to ask the requesting party to submit the required documents described in the request, and the requesting party is obliged to submit and/or provide the necessary documents to Makedonski Telekom for inspection. The request must be signed personally by the submitter of the request or through a person authorized by a notarized power of attorney.

The request shall be considered accepted on the day of activation of the requested communication service.

### (B) Necessary data to be included in the request and required documents

(a) Existing subscribers of Makedonski Telekom, who previously have regularly paid their financial liabilities to Makedonski Telekom for the used communication services, and who at the time of submitting the request do not have any outstanding debt towards Makedonski Telekom, when submitting the request for using a new communication service should submit the following documents:

#### 1) Natural person

- a personal identification document for inspection;

#### 2) Legal entity

- Excerpt from the current status of the legal entity issued by the Central Registry of the RNM, not older than 90 days;

(b) New subscribers of Makedonski Telekom, when submitting the request for using a new communication service, should submit the following documents.

#### 1) Natural person

- an identification document for inspection;
- Credit check of the subscriber in the Macedonian Credit Bureau upon provided consent or certificate of employment, not older than 30 days, i.e. pension cheque (equal to or exceeding MKD 5,000) not older than 3 months.

#### **a) unemployed natural person:**

- one valid identification document (ID card or passport); and
- payment of funds as a guarantee for regular payment of the bills (deposit).

b) for foreign citizens who have a temporary or permanent residence permit in the Republic of Macedonia:

- personal identification document issued by the RM for inspection (inspection of the Unique Master Citizen Number in the RM), or
- deposit payment in accordance with the provisions of Article 6.8.

c) for foreign citizens who have a residence permit in the Republic of Macedonia for up to 3 months:

- a personal identification document for inspection (passport); and
- payment of funds as a guarantee for regular payment of the bills (deposit).

d) for foreign citizens with a diplomatic status:

- personal identification document for inspection (a diplomatic or official ID card).

#### 2) Legal entity

- Excerpt from the current status of the legal entity issued by the Central Registry of the RNM, not older than 90 days.
- Bank statement not older than 1 (one) month for legal entities requesting more than 4 mobile subscriber lines and for legal entities registered in the Central Register of the RNM in the last 24 months.
- Proof of property possession (for fixed subscriber lines if the installation address is different from the addresses stated in the current status of the legal entity).

- If necessary, MKT has the right to request creditworthiness, i.e. a balance sheet and profit and loss account confirmed by the Central Registry.

a) Legal entities who do not have an active bank account:

- a request, signed by an authorized signatory of the legal entity or by an authorized employee with a special written power of attorney for that purpose issued by the legal entity;
- an excerpt from the current status of the legal entity issued by the Central Registry of the RM, not older than 6 months; and
- payment of funds as a guarantee for regular payment of the bills (deposit).

b) Legal entity with a special status:

- A foreign legal entity, international organization or mission can become a subscriber if it submits a bank guarantee in the amount of MKD 150,000.00.

Makedonski Telekom has the right to check the personal data and the payment capacity of the potential subscriber before the competent authorities. Makedonski Telekom is obliged to keep and use all the data needed to determine the identity and payment capacity of the subscriber only for its own purposes.

The person who would like to establish a subscriber relationship with Makedonski Telekom, in addition to filling out the request, at a request of an authorized person of Makedonski Telekom, is obliged to submit a copy, i.e. submit the documents specified in the request for inspection. Makedonski Telekom, if necessary, may request other additional documents from the subscriber.

3) For the purposes of concluding a subscriber contract in the prepaid system, the requesting party should submit the following documentation:

- for a natural person

a) one valid identification document (ID card or passport);

- for a legal entity

a) a signature card for the bank account of the legal entity issued by an authorised person in the depository bank.

Makedonski Telekom, in accordance with its legal obligation for keeping records of all established subscriber relationships with subscribers, has the right to collect and record the following data:

- name, surname and address, and, in terms of legal entities, the registered seat of the legal entity; and
- unique master citizen number or travel document number, while for legal entities, tax number.

Subscribers of the pre-paid billing system establish a subscriber relationship with the operator at the moment of purchasing the pre-paid SIM card from the operator's authorized points of sale and its trade representatives and the record kept of its data.

The collection and recording of data for the purpose of keeping records of the subscribers of the prepaid system shall be carried out by Makedonski Telekom by:

(a) identifying the subscriber at the point of sale by checking the data from an original and valid identification document;

(b) calling a designated number by the subscriber where he/she will be able to state the required data;

(c) in another manner defined by the Operator.

The access to the services provided by Makedonski Telekom shall be disabled for subscribers of the prepaid system of Makedonski Telekom until the requested data are entered. The only exception is the possibility to make calls and send short text messages to designated numbers where the requested data can be provided and to the numbers of emergency call services.

In the case of any remark by a competent authority regarding the accuracy of the recorded data on a certain subscriber of the prepaid system, Makedonski Telekom shall notify such subscriber and request a correction by entering the correct data within 24 hours after receiving the notification, by the means of collection and recording of the data specified above. If the subscriber fails to submit corrected data or there is a remark by a competent authority regarding the accuracy of the corrected data, Makedonski Telekom shall disable the access to the services it provides until the correct data are entered by the subscriber.

(C) Priority requests

If the technical possibilities are limited, requests submitted in the event of natural disasters, force majeure, martial law and state of emergency, are fulfilled in terms of requests submitted by:

- State administration bodies and local self-government units;
- The Army of the RM;
- State bodies, organizations, institutions and enterprises and trade companies with public authorisations;
- Media in the field of broadcasting activity.

(D) Rejection/suspension of the request

Makedonski Telekom may reject the request for concluding a subscriber contract in the following cases:

- if there are limitations related to the capacity and/or technical possibility;

- if the fee for the initial connection has not been paid within the stipulated deadline;
- if the requesting party has an outstanding debt towards Makedonski Telekom;
- if it is established that the requesting party does not have the payment capacity;
- if the requesting party has previously violated the provisions of the Law and another law or regulation, established by a competent state authority;
- if the requesting party fails to submit all the necessary documents or meet the conditions provided for in Chapter 7, Article 7.2. item B;
- if Makedonski Telekom cannot confirm the reliability of any of the documents referred to in Chapter 7, Article 7.2. item B.

Makedonski Telekom shall notify the requesting party in writing of the rejection of his/her request within 7 days as of the day of receipt of the request, stating the reasons for the rejection.

Makedonski Telekom can suspend the request for concluding a subscriber contract due to a lack of technical possibility to implement it. In this case, the request shall be placed on a waiting list in the records of Makedonski Telekom until the technical possibilities are created, after which it shall be activated in order to be resolved.

When activating the request for concluding a subscriber contract, the amount of the fee for initial connection shall be defined according to the valid offer during the period of activation of the request.

### 7.3. Concluding a contract on a subscriber relationship

After obtaining the technical possibility and making the payment within the specified deadline of the fee for initial connection, the subscriber relationship between Makedonski Telekom and the subscriber is considered to be established on the day of conclusion of the subscriber contract. The contract shall be considered concluded as of the day of its signing by both contracting parties.

It shall enter into force on the day of the activation of the requested communication service, when the obligation for payment for the services subject of the Contract shall become effective.

As a rule, the contract is concluded for an indefinite period of time, unless the subscriber chooses to use a communication service with a mandatory duration of the contractual obligation, due to using a special offer of Makedonski Telekom. Makedonski Telekom is obliged to notify the subscriber of the expiration of the duration of the concluded contract within a period not shorter than 30 days before the expiration of the mandatory duration of the subscriber contract. If the subscriber wants to terminate the contract before the expiry of its duration, then all the obligations towards Makedonski Telekom arising from the contract shall become due and payable immediately and he/she is obliged to settle them before the termination.

The forms and annexes to the contract, which the subscriber fills out and concludes for the activation and deactivation of additional services and for the purpose of defining or changing the tariff model or package he/she uses, are considered an integral part of the subscriber contract.

In the event of signing a subscriber contract with a natural person, the contract should be signed personally by the subscriber or through a person authorized by a notarized power of attorney.

In the event of signing a subscriber contract with a legal entity, the contract should be signed by the authorized signatory of the legal entity or by an employee authorized for that purpose with a special power of attorney issued by the legal entity.

Makedonski Telekom has a discretionary right to decide on concluding a subscriber contract with a requesting party that does not possess all the documentation prescribed by these General Terms and Conditions.

All relevant data on the subscriber stipulated by law should be entered in the subscriber contract. The subscriber is fully responsible for the reliability of the documentation and the data submitted for concluding the subscriber contract. In the event of a change in the personal data or other data entered in the subscriber contract, the subscriber is obliged to notify Makedonski Telekom of the change immediately, and within 15 days at the latest. If, due to the non-fulfilment of this obligation, Makedonski Telekom is unable to fulfil any of its obligations or rights or suffers damages, the overall responsibility for the foregoing shall be borne by the subscriber.

After the initial conclusion of a subscriber contract for the use of the mobile communication services of Makedonski Telekom, any natural person can additionally be the holder of more than one subscriber line, provided that all monthly bills for the use of the existing subscriber lines in his/her name have been settled and that there are no established violations of the rules for using the electronic communication services provided by Makedonski Telekom. A natural person cannot obtain more than 5 (five) subscriber lines in the postpaid system at once during the initial conclusion of the subscriber contract for the use of the mobile communication services of Makedonski Telekom, as well as when requesting an additional number of subscriber lines, except under a decision issued by Makedonski Telekom. Any natural person who shall additionally request to be the holder of more than one subscriber line in the post-paid system can do so by signing an **“Annex to the Contract” form for each additional subscriber line, which shall be considered an integral part of the subscriber contract with which the subscriber relationship of that person was originally established.**

The subscriber contract based on which a natural person is the holder of multiple subscriber lines in the post-paid system shall remain valid for as long as there is at least one active subscriber line based on that contract.

As an exception, Makedonski Telekom may define a different manner of obtaining new subscriber lines in certain tariff models, regarding which the subscriber shall be duly informed.

After the initial conclusion of a subscriber contract for the use of the mobile communication services of Makedonski Telekom, any legal entity can additionally request to be the holder of more than one subscriber line, provided that all monthly bills for the use of the existing subscriber lines in its name have been settled.

A legal entity cannot get more than 5, 10 or 50 subscriber lines for the tariff models in the postpaid system at once, depending on the segmentation to which it belongs, during the initial conclusion of the subscriber contract on the use of the mobile communication services of Makedonski Telekom, as well as when requesting an additional number of subscriber lines, except under a decision issued by Makedonski Telekom.

Any legal entity that shall additionally request to be the holder of more than one subscriber line in the post-paid system can do so by signing an “Annex to the Contract” form for each additional subscriber line, which shall be considered an integral part of the subscriber contract with which the subscriber relationship of that legal entity was originally established.

The subscriber contract based on which a legal entity is the holder of multiple subscriber lines in the post-paid system shall remain valid for as long as there is at least one active subscriber line based on that contract.

By signing the appropriate “Annex to the Contract” form for each subscriber line separately, the tariff model to be used by the subscriber shall be defined, the initial activation and deactivation of the communication services included in the tariff model chosen by the subscriber shall be performed, and the characteristics of the subscriber line shall be determined. All additional changes to the subscriber line shall be regulated in separate forms.

#### 7.4 Connection

With the conclusion of the Contract, Makedonski Telekom provides the subscriber with access to the public communication network and the right to use the basic and additional services provided by Makedonski Telekom according to the tariff model/package chosen by the subscriber.

The access of the subscriber to the communication network of Makedonski Telekom is ensured by connecting appropriate terminal equipment to the network connection point that is property of Makedonski Telekom.

The network connection point at which the terminal equipment is connected to a public fixed communication network can also be established in the premises used by the subscriber.

**Makedonski Telekom is obliged to connect the customer’s terminal equipment to the public communication network within 30 days from the day of concluding the Contract.** If the connection is performed by authorized persons of Makedonski Telekom AD - Skopje, the subscriber is obliged, during the installation, to allow access to the authorized persons of Makedonski Telekom in the premises where the subscriber's terminal equipment is to be installed.

Makedonski Telekom shall not limit or condition the right of the subscribers to connect terminal equipment authorised by the state authorities. Notwithstanding the foregoing, Makedonski Telekom has no obligation to ensure interoperability of the equipment with its communication networks, nor is it responsible for any loss or change caused by the terminal equipment provided by other parties.

The subscriber is liable to Makedonski Telekom for any damage to its network that may be caused by the use of unauthorised equipment.

In any case, Makedonski Telekom may refuse to connect or terminate the connection with any terminal equipment that may cause problems in its network.

The subscriber is obliged, at his/her own expense, to provide in-house installation by a professional contractor from the network connection point to the room where the communication equipment is installed. The subscriber must have an attest-certificate for the type of installation and the terminal equipment, as well as provide adequate power supply for the communication device.

Makedonski Telekom is obliged to regularly maintain the capacities of its communication network in accordance with the technical rules and regulations and the plans for maintaining an uninterrupted and unhindered use.

The subscriber is obliged to treat the terminal equipment owned by Makedonski Telekom with due care, i.e. as a conscientious business owner. In the event of the termination of the subscriber relationship, he/she is obliged to return the equipment in a good condition, which shall be determined during the takeover by authorized persons of Makedonski Telekom and for which a written document is issued.

#### 7.5. Communication services

One electronic communication service may be registered to only one person. One person may have multiple electronic communication services, provided that all monthly bills for the use of the existing communication services in his/her name are paid. The electronic communication service may have its own special calling subscriber number(s), which enables the subscriber to call and be called by customers and to establish communication with other subscribers and customers.

#### 7.6. Subscriber terminal equipment and installations

Only terminal equipment that meets the requirements of the technical standards, the performance and the marking, prescribed in accordance with the Law and the applicable regulations, can be connected to the fixed public communication network of Makedonski Telekom.

The subscriber's terminal equipment and installation are located in facilities on the land used by the subscriber. The subscriber installation starts from the network connection point and ends in the subscriber's premises, to the

subscriber's terminal equipment. In residential buildings with more than six apartments and in business buildings, the network connection point is in the distribution box of the collective building.

## 7.7. Amendments to the Contract

Amendments to the subscriber contracts may be made under an annex to the subscriber contract, which must be signed by both contracting parties.

## Chapter VIII

### RESTRICTION OR TERMINATION OF ACCESS TO PUBLIC COMMUNICATION SERVICES

If the subscriber does not fulfil his/her contractual obligations, Makedonski Telekom has the right to temporarily or permanently terminate or restrict its services, after the expiration of the corresponding period regarding which the subscriber shall be informed. Until the permanent termination of the services, the subscriber shall be billed for all subscription fees and charges.

#### 8.1. Restriction or interruption of communication services

Makedonski Telekom may temporarily restrict or interrupt the access to public electronic communication services in the following cases:

- if it is necessary due to reconstruction, modernization, maintenance or in case of technical faults or deficiencies in the network, until the completion of the works or the clearance of the faults;
- if technical faults or deficiencies of the subscriber's terminal equipment or installations are established, until the clearance of these faults, i.e., deficiencies;
- if the subscriber does not pay the bill for the use of services within the payment deadline specified in the bill, until such payment is complete, except in the case of a complaint filed regarding the amount of the bill, when the subscriber has to pay the amount of the monthly fee by the date specified in the bill, until the decision on the complaint becomes final;
- if the subscriber uses the subscriber line and the corresponding communication services to provide communication services to other persons for a fee, and without concluding an adequate contract with Makedonski Telekom;
- if it is established or if there is a suspicion that the subscriber has illegally acquired the subscriber line;
- if the subscriber does not allow an inspection of the functionality of his/her terminal equipment or installations, until the inspection is carried out;
- if the subscriber connects terminal equipment that does not comply with the applicable regulations;
- if the public communication service is used or intended to be used for a purpose which is in contravention of the Law on Electronic Communications, the regulations adopted on the basis thereof or another law or regulation, established by a competent authority;
- if the public communication service is used or intended to be used for a purpose which is in contravention of the terms of the subscriber contract.

In cases of a temporary restriction or interruption of the access to the communication services referred to in paragraph 1 lines 1 and 2 of this Article, lasting longer than 30 minutes, Makedonski Telekom notifies the customers and the Agency for Electronic Communications electronically, in writing or through the media, at least 48 hours before the planned restriction or interruption of the access, as well as no longer than 48 hours after the interruption in the cases of restrictions or interruptions caused by technical faults or network deficiencies.

In the event of an interruption in the provision of public communication services caused by a defect for which Makedonski Telekom is not responsible, it informs the customers of the expected time of removal of the defect and their reconnection in the communication traffic.

In the event of planned technical works and activities related to an intervention in the network and the equipment, Makedonski Telekom shall promptly send information to the subscribers and the Agency on the reasons for the disconnection, the time of the disconnection and the reconnection.

Makedonski Telekom undertakes all necessary measures to ensure that the restrictions and interruptions last as short as possible.

Makedonski Telekom is not obliged to notify the subscriber in advance about the disconnection, if:

- it poses an immediate and serious threat to the public order, the public safety, the human health and the environment or
- it causes a significant material or operational damage.

If technically feasible, Makedonski Telekom has the right to restrict the access only to those services in respect of which the subscriber has not acted in accordance with the conditions specified in the subscriber contract, except in cases of fraud established by a competent state authority or a continuous delay in the payment, i.e. non-payment of the bills.

#### 8.2. Procedure for the interruption of the provision of communication services due to non-payment

##### 8.2.1. Procedure for the interruption of fixed electronic communication services

In accordance with the Contract, Makedonski Telekom shall interrupt the provision of communication services due to late payment of the bill, by observing the disconnection procedure.



In the event of late payment, Makedonski Telekom has the right to calculate a legally defined penalty interest as of the day when the subscriber fell into arrears with the payment.

If the subscriber does not pay the invoice (bill) for the use of the services within the payment deadline specified in the bill, Makedonski Telekom, after a prior notification to the subscriber to settle his/her debt, has the right to temporarily interrupt the access to the services for outgoing calls, until the full payment of the debt by the subscriber. During the interruption of the service in one direction, the monthly subscription fee shall continue to be charged.

If the subscriber does not pay the debt even after 15 days of the temporary interruption, Makedonski Telekom may interrupt the access to the services in two directions and, from that moment on, Makedonski Telekom shall cease to invoice the monthly fee.

During the temporary interruption of the services referred to in this Article, Makedonski Telekom may not limit the access and the use of the numbers of the emergency call services.

Makedonski Telekom shall re-connect the subscriber as soon as practicable, after presenting written or electronic proof of the settled due debt.

If the subscriber does not pay the debt even within 80 days after the expiry of the payment deadline specified in the bill, Makedonski Telekom has the right to terminate the Contract and proceed with the final termination of services.

With the final termination of the service, the subscriber relationship of the subscriber shall end.

#### 8.2.2. Procedure for the interruption of mobile electronic communication services

If the subscriber does not pay the bill for the use of the services within the specified payment deadline, after a prior written notice, Makedonski Telekom has the right:

- to restrict the access to its basic and/or additional services, to premium rate services and other services, except the access to and the use of the numbers of emergency call services, and/or
- to disconnect the subscriber and terminate the subscriber contract in the manner and procedure defined therein.

While the line is disconnected in one direction, only for outgoing calls, the monthly fee shall continue to be charged.

The reconnection of the subscriber line after the settlement of the total debt shall be performed within 1 working day after the posting of the payment on the account of Makedonski Telekom, or after the submission of a proof of payment of the entire debt by the subscriber at the adequate telephone number published by Makedonski Telekom.

When reconnecting after the debt is settled, the subscriber is obliged to pay the fee for the reconnection of the subscriber line that was temporarily disconnected due to non-payment, in accordance with the Pricelist of Makedonski Telekom.

If the subscriber fails to pay the debt within 30 days as of the day of temporary disconnection of the line for outgoing calls, the line shall be suspended, and from that moment Makedonski Telekom shall cease to invoice the monthly fee.

If the subscriber fails to pay the debt within 3 (three) months as of the day of the temporary disconnection of the line, Makedonski Telekom shall be entitled to terminate the subscriber contract.

If the subscriber fails to pay the due debt voluntarily, Makedonski Telekom shall be entitled to take all legal measures for a direct and indirect collection of the debt, as well as for the initiation of a court procedure for enforced debt collection.

#### 8.3 Collection of receivables through courts

If the subscriber fails to pay the outstanding debt for the use of communication services upon previously undertaken activities: dunning letters, temporary disconnection and complete disconnection - dismantling, Makedonski Telekom has the right to take actions to collect the financial receivables through the courts.

#### 8.4. Temporary interruption of the provision of communication services (suspension)

At a written request from the subscriber, Makedonski Telekom may temporarily interrupt the provision of communication services for a period from 30 days to three months, but not more than once a year, during which time the subscriber shall not pay the regular monthly fee. The reconnection shall be performed after the expiry of the period or before by filing a request for service activation. After the expiry of the suspension period, the subscriber shall continue to use the tariff model or package which he/she used before the suspension. The subscriber shall pay a service fee in accordance with the Pricelist of Makedonski Telekom AD - Skopje.

#### 8.5 Disconnection of communication services in case of bankruptcy and liquidation

Makedonski Telekom keeps up to date with the "Official Gazette of the Republic of Macedonia" and, in case of bankruptcy, reorganization, liquidation or non-liquidity, i.e. insolvency of the subscriber, it shall dismantle the subscriber line, i.e. terminate the subscriber contract if the right to use the service is not transferred to another entity within 2 months as of the sending of the written notice by Makedonski Telekom.

In the event of an active bankruptcy, if the subscriber continues to pay the debt, Makedonski Telekom, at the request of the subscriber, shall allow the use of certain minimum communication services.

#### 8.6. Lost or stolen SIM card

In case of losing or having the SIM card stolen, or partially or completely damaging the SIM card, or in case of a reasonable doubt that the subscriber's personal identification code number has been acquired by third parties, the subscriber shall be obliged to inform Makedonski Telekom immediately so that the subscriber line can be temporarily disconnected for incoming and/or outgoing calls. The operator shall act upon the notification of the subscriber by disconnecting the line in two directions (incoming and outgoing traffic) while the monthly fee shall continue to be charged. Such subscriber line status shall be valid for 30 days. During the 30-day period as of the day when the lost or stolen SIM card was disconnected by the competent services of the operator, the subscriber can request a replacement of that SIM card. If the subscriber does not request a replacement of the lost or stolen SIM card, after the expiration of the specified period of 30 days, the monthly fee shall cease to be charged and the operator has the right to terminate the contract.

The subscriber is obliged to pay the costs incurred by using the lost or stolen card until the moment of validation of the report on the theft or loss of the SIM card.

The subscriber shall compensate the costs for the replacement of the SIM card or its reconnection to the network in accordance with the Price List of the operator.

The subscriber must return the SIM card whenever the operator requires him/her to do so, and especially in cases when that is required due to safety reasons, emergencies, or when it is of public interest, as well as due to reasons related to the network operation.

## Chapter IX

### OTHER SERVICES

#### 9.1 Relocation of the subscriber line at a request of the subscriber

The subscriber shall be entitled to a relocation of the connection, i.e. the communication service, within the public communication network to another address, in the same or another numbering area of Makedonski Telekom, by submitting a written request and after settling any debt.

If it is technically feasible, Makedonski Telekom AD shall perform the relocation with the same or a different number within 15 days.

If the relocation is not technically feasible, the service shall be excluded from the public communication network and the subscriber shall have the status of a subscriber whose subscriber relationship has been suspended. The request for relocation should be accompanied with proper documentation (evidence of ownership or a lease contract) regarding the space located at the address to which the relocation is requested. If the subscriber relationship has been suspended, the subscriber shall not pay the monthly fee.

For relocation of the communication service, the subscriber shall pay the costs for installation of terminal equipment in the public communication network of Makedonski Telekom, at the address to which it is relocated, in accordance with the Pricelist of Makedonski Telekom.

Subscribers that have any unpaid bills to Makedonski Telekom shall not be able to relocate their subscriber line to another address.

#### 9.2. Change of subscriber number

Each subscriber line receives a subscriber number, allocated by Makedonski Telekom, after a previously received decision on the allocation of numbers and number series by the Agency for Electronic Communications in accordance with the Numbering Plan for Public Communication Networks and Services in the Republic of Macedonia.

Makedonski Telekom may change the subscriber number of the subscriber line due to technical reasons, without the consent of the subscriber, with a written notification at least 30 days before the change. In such case, the subscriber shall not be entitled to indemnification for the damage caused as a result of the change of the customer calling number.

The old calling number shall not be allocated to another subscriber for a period of at least 30 days. In the systems that have the required technical possibilities, voice messages are provided regarding the change of the numbers, so that for a period of 30 days, every call made from the old number is accompanied by a notification about the change, including information on the new number. For subscribers that are legal entities, the notification regarding the change of the numbers is provided for a period of 60 days.

The subscriber number can also be changed at the request of the subscriber by submitting a written request to Makedonski Telekom, if the subscriber has previously settled all due liabilities towards Makedonski Telekom. The subscriber may request a change of the subscriber number of the subscriber line, and Makedonski Telekom, as a rule, shall approve such a request if there are technical possibilities. Makedonski Telekom can charge a fee for the same service in accordance with the Pricelist.

The subscriber can state whether he/she would like the new subscriber number to be provided by the Directory Assistance Unit and published in the telephone directory of Makedonski Telekom.

#### 9.3 Change of the subscriber's name at the same address (natural person)

At the request of the subscriber, if he/she has settled the debts towards Makedonski Telekom for the used communication services, with a fee, the line can be changed (registered) in the name of another person without relocating the line to another address in the following cases:

- when the subscriber has changed his/her name;

- when the line is registered in the name of a family member with his/her consent;

If the change is made in the event of the death of the subscriber, the line may be registered in the name of another person as follows:

- a member of the immediate family (spouse, father, mother, son or daughter);
- a person based on an effective court decision.

The request for changing the name of the subscriber must be submitted together with the effective court decision to Makedonski Telekom within 6 months as of the death of the subscriber.

The subscriber should pay a service fee in the amount defined in the Pricelist of Makedonski Telekom.

#### 9.4. Change of the title of the subscriber (legal entity), division of a legal entity into one or more legal entities (legal successors)

In the event of status changes of the legal entities, the line can be re-registered in the name of the legal successor if a written request has been submitted.

In order to be able to exercise the right to a subscriber line, a newly established company or a sole trader shall be obliged, within 15 days as of the completion of the transformation, to submit material evidence which proves its relation with the legal entity as a legal successor.

A newly established legal entity shall submit the following documentation to Makedonski Telekom:

- Decision on registration from the Central Registry;
- Deposited signature card;
- Copy of the contract on business premises or a lease contract.

The subscriber should pay a service fee in the amount defined in the Pricelist of Makedonski Telekom.

The subscriber – successor shall be responsible for the payment of all costs incurred by the previous subscriber, which may have been invoiced with a delay or which have been invoiced, but not paid by the subscriber.

#### 9.5. Assignment of the right to use the subscriber line

The subscriber may transfer the right to use the subscription line to another subscriber of his/her choice, if that person meets the conditions for obtaining a subscription line and submits the documentation provided for in item 7.2. (B).

The subscriber shall be obliged to settle all monthly bills for the use of the subscriber line issued until that moment.

The subscriber should pay a fee for the assignment of the right to use the subscriber line in the amount defined in the Pricelist of Makedonski Telekom.

The fee shall not be paid in the following cases:

- a) assignment of the right to a spouse or members of the immediate family (parent, child);
- b) assignment of the right in the event of death of the subscriber;
- c) assignment of the right in the event of the termination of the legal entity – subscriber (liquidation or bankruptcy);
- d) assignment of the right in the event of status changes in the legal entity (division, merger, acquisition) and
- e) assignment of the right from a legal entity to a natural person or vice versa, when the natural person is the founder or a partner in the legal entity.

The assignment of the right of use is made by concluding an annex to the subscriber contract that is concluded between Makedonski Telekom, the subscriber and the subscriber-successor, which includes all other obligations undertaken by the subscriber-successor (outstanding debt, loyalty contract, tandem lines, etc.). A copy of the valid standard subscriber contract of Makedonski Telekom whose provisions are applicable to the subscriber-successor shall be enclosed with the concluded Annex.

In the event of assignment of the right to use the subscriber line due to death of the subscriber, the Annex to the contract is replaced by a written request from the successor who possesses the SIM card for taking over the subscriber line accompanied by a death certificate. In such case, the subscriber-successor must sign consent that he/she undertakes all the obligations (outstanding debt, loyalty contract, tandem lines, etc.). A copy of the valid standard subscriber contract of Makedonski Telekom whose provisions are applicable to the subscriber-successor shall be enclosed with the signed consent.

Before signing the Annex, i.e. the consent, the subscriber-successor should settle all outstanding monthly bills for the use of the services, as well as the costs incurred in the current month until the signing of the Annex or the consent.

The subscriber - successor shall be responsible for the payment of the monthly bills issued after the signing of the Annex

The subscriber – successor shall be jointly liable for the payment of all costs incurred by the previous subscriber, which may have been invoiced with a delay or which have been invoiced, but not paid by the subscriber.

#### 9.6 Change of subscriber data

The subscriber shall be obliged to notify Makedonski Telekom in writing about any changes to personal data, name, title, address, place, status or any identification data, within 15 days of the change, wherein the liability for any damage caused as a result of non-compliance with the obligation shall be borne by the subscriber.

#### 9.7. Changes in the services

In the event of any change in the services, the prices of the services, their charging, as well as other operating conditions, the subscriber should be notified in writing in advance, within a period of not less than 30 (thirty) days.

## 9.8. Services provided by other operators /communication service providers

Makedonski Telekom shall not be responsible for the quality of the services provided to the subscribers of Makedonski Telekom by other operators and/or communication service providers, by using the network of Makedonski Telekom. The use of the services offered by other operators/communication service providers via the network of Makedonski Telekom is subject to the conditions defined by such operator/communication service provider.

### Other services

#### 9.9. Number Portability when changing the operator of fixed or mobile public electronic public communication network.

##### 9.9.1. Obligations of Makedonski Telekom, as a delivering operator

Makedonski Telekom is obliged to ensure portability of a fixed subscriber number to an operator of a public fixed electronic telephone network and portability of a number from a public mobile electronic communication network to an operator of a public mobile electronic communication network.

Makedonski Telekom is obliged to provide continuity of services until the beginning of the deadline for transferring the number.

The subscriber shall submit a request for concluding a subscriber contract with number portability with the receiving operator. By submitting the request, the subscriber terminates the subscriber contract with Makedonski Telekom AD - Skopje, whereas the receiving operator submits on its behalf the required personal data and the signed consent of the subscriber to Makedonski Telekom AD.

The receiving operator will notify Makedonski Telekom through the CDB system that the subscriber has submitted a request for the conclusion of a subscriber contract with number portability within a period not exceeding 2 (two) working days as of the day of the receipt of the request, except in the case where the receiving operator needs to determine beforehand whether there is technical possibility to implement the request for the conclusion of a subscriber contract with number portability.

If the request for number portability is received by Makedonski Telekom through the CDB system after 12:00 o'clock p.m. during the working day, Makedonski Telekom will respond to the receiving operator within a period not exceeding 3 (three) hours as of the receipt for conclusion of a subscriber contract with number portability. If Makedonski Telekom does not respond to the request within 3 (three) hours, the request shall be considered accepted.

If the request for number portability is received by Makedonski Telekom AD through the CDB system after 12:00 o'clock p.m. during the working day or on a non-working day, Makedonski Telekom will respond to the receiving operator within a period not exceeding 3 (three) hours as of the start of the working hours on the following working day. If Makedonski Telekom does not respond to the request within the envisaged 3 (three) hours, the request shall be considered accepted.

The time window for number transfer shall be the time period from 12:00 to 16:00 p.m., every working day, which begins within 2 (two) working days in case of fixed subscriber number portability or within 1 (one) working day in case of mobile number portability, as of the moment of the transaction for registration of the data for number portability in the CDB for the respective subscriber contract concluded by the receiving operator and the receiving operator shall start the service provisioning. During this period, the service provisioning may be entirely or partially suspended.

In case of a request for portability of more than 1000 numbers by one subscriber, Makedonski Telekom may request from the Agency to grant consent for postponing the deadline for the start of the time window for number transfer.

In the case of number portability concurrently with unbundled local loop or wholesale subscriber line, Makedonski Telekom and the receiving operator shall agree on the date for performing the unbundled local loop or wholesale service for subscriber leased line with number portability, which period cannot exceed 10 (ten) working days as of the date of submitting the request for concluding a contract with number portability to the operator - user by the subscriber.

Makedonski Telekom should provide an opportunity to its subscribers as a calling party to be informed before the initiating of the call from the Makedonski Telekom network whether and to which network the number from the Makedonski Telekom network has been ported, through the calling number of the customer care unit. When a Subscriber initiates a call to a ported number, before the establishing of the call Makedonski Telekom should ensure that its subscribers automatically receive an audio signal which will not last more than 2 (two) seconds and invariably determines that the Subscriber is calling a ported number.

Makedonski Telekom shall charge the subscriber a one-time fee for covering the costs of number portability in case of number portability when changing an operator of a public communication network, as specified in the Pricelist of Makedonski Telekom.

##### 9.9.2. Obligations of the subscriber, when Makedonski Telekom is a delivering operator

The subscriber shall agree for the subscriber contract concluded with Makedonski Telekom to be terminated for the purpose of exercising the subscriber's right to number portability. For that purpose, the subscriber shall sign a request for concluding a subscriber contract with number portability that it will submit to the receiving operator.

The subscriber contract with Makedonski Telekom shall be terminated as of the moment of the actual porting of the number. After the porting of the number, the subscriber shall be obliged to settle all liabilities for the termination of the subscriber contract towards Makedonski Telekom, which had accrued until the moment of the actual porting of the number.

The subscriber may submit a request for porting one, several or all numbers included in the subscriber contract. The subscriber shall be entitled to initiate the re-porting of the ported number to any other operator, including Makedonski Telekom and any other previous operator after the expiry of 30 days as of the day of the initiation of the service after the previous porting.

#### 9.9.3. Obligations of Makedonski Telekom, as a receiving operator

Makedonski Telekom shall be obliged to accept the request of the subscriber for subscriber number portability to its fixed or mobile public electronic communications network, if the subscriber meets the provisions stipulated in the General Terms and Conditions.

Makedonski Telekom will notify the delivering operator through the CDB system that the subscriber has submitted a request for concluding a subscriber contract with number portability within a period not exceeding two (2) working days as of the day of the receipt of the request, if there are technical conditions to provide the services requested by the Subscriber. Makedonski Telekom shall be entitled to a longer period for notification of the delivering operator in the case when additional activities need to be undertaken in order to establish the existence of technical feasibility for **providing the services stated in the subscriber's request**. The delivering operator should respond to Makedonski Telekom through the CDB system within a period not exceeding 3 (three) hours after the receipt of the request.

In case of a rejection of the request, the subscriber may submit a new request for the conclusion of a subscriber contract with number portability upon the fulfilment of the obligations which were the reason for the rejection of the request.

In case of acceptance of the request for number portability, the subscriber contract concluded with Makedonski Telekom shall enter into force at the moment of the actual porting of the number from the delivering operator.

The time window for number transfer shall be the time period from 12:00 to 16:00 p.m., every working day, which begins within 2 (two) working days in case of fixed subscriber number portability or within 1 (one) working day in case of mobile number portability, as of the moment of the transaction for the registration of the data on number portability in the CDB by Makedonski Telekom and Makedonski Telekom shall start providing the service provisioning based on the concluded subscriber contract with number portability. During this period, the service provisioning may be entirely or partially suspended.

#### 9.9.4. Obligations of the subscriber when Makedonski Telekom is a receiving operator

The subscriber shall submit the request for the conclusion of a subscriber contract with number portability in the points of sale of Makedonski Telekom. Prior to the submission of the request referred to in the preceding paragraph, the subscriber should provide the necessary documentation as stated in Article 7.2 of the General Terms and Conditions herein and receive notification about the technical possibility for number portability.

The subscriber of public mobile communication services shall be entitled to initiate a porting of a subscriber number/ pre-paid line into a post-paid Makedonski Telekom tariff model by submitting an adequate request to that end issued by Makedonski Telekom, whereas the approval of the request shall be conducted in accordance to the provisions of Article 7.2 of the General Terms and Conditions herein.

#### 9.10. Geographic number portability

Makedonski Telekom shall provide geographic number portability to a subscriber who wants to keep the existing number when changing the network termination point within the same numbering area, based on a submitted request for relocation with keeping the existing number when changing the network termination point in the same numbering area by the subscriber.

The subscriber should submit a request for relocation with keeping the existing number when changing the network termination point in the same numbering area by the subscriber.

Makedonski Telekom shall charge the subscribers to its services that have requested geographic number portability a one-time fee for covering the costs in case of a geographic number portability, as specified in the Price List of Makedonski Telekom.

### Chapter X

## RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

### 10.1. Rights of the subscriber

To be enabled uninterrupted, efficient and regular use of all public communication services that can be used on the **subscriber's terminal equipment, which correspond to the technological development of the capacities of Makedonski Telekom**.

To relocate the telephone connection, i.e., the communication service within the public communication network to another address, in the same or a different numbering area of Makedonski Telekom, by submitting a written request and written evidence for the settlement of the debts, for which the subscriber shall pay a one-time fee in accordance with the Price List of Makedonski Telekom.

To request that his/her subscriber contract is suspended once in a calendar year at the most for a period of 30 days to three months, during which time he/she will not pay the regular monthly subscription, and for which he/she will pay a

one-time fee in accordance with the Price List of Makedonski Telekom. In this case, the subscriber contracts that are concluded for a certain mandatory duration shall be extended for the time that the subscription contract was put on hold.

To request at any time, free-of-charge, in a simple manner and by using simple means, from the operator to stop the processing the traffic data for marketing purposes related to the electronic communication services or for providing value added services.

To request at any time, free-of-charge, in simple manner and by using simple means, from the operator to stop the processing of personal data of the subscribers for the purposes of direct marketing of products and/or services.

To request at any time, free-of-charge, in simple manner and by using simple means, to withdraw the consent for checking of his/her creditworthiness in the Macedonian Credit Bureau.

The subscriber shall be entitled to declare whether and which of his/her personal data will be included in the single telephone directory and the directory assistance unit.

The subscriber shall be entitled, at any time, to request, in writing or electronically, additional information regarding his/her data that are kept, processed or used by Makedonski Telekom in accordance with the legal provisions pertaining to this sphere. The subscriber may also, at any time, withdraw or restrict the previously given consent to the processing of his/her personal and traffic data for marketing purposes related to the products and services of Makedonski Telekom, free of charge and by using simple means.

To transfer the right to using the subscriber line, i.e., the communication service, to another entity that meets the necessary conditions for establishing a subscriber relationship, with a written consent by Makedonski Telekom, provided that the subscriber has fully settled all his/her obligations for the used communication services towards Makedonski Telekom. The new subscriber shall continue using the existing telephone connection with a defined numbering and service category.

To have access to the Customer Care Unit regarding any problem pertaining to the service use.

To have access to 190 - the number of the call centre of the Agency for Electronic Communications for the purposes of exercising his/her rights.

To request and receive information pertaining to the services provided by Makedonski Telekom, as well as the prices and tariffs for the usage thereof.

To receive information about the usage or the exceeding of certain benefits that were used in accordance with the selected tariff model in the course of one month, as well as information that following their using up or exceeding the changed model and charging method shall be applied.

To cancel the use of certain value added services for which there is no additional monthly subscription and which are automatically available to the subscriber with the selection of the tariff model being used, on his/her request.

The subscriber shall be entitled to submit a complaint to the operator regarding the provision of the services, a complaint to the amount with which he/she is indebted for the provided service, a complaint to the quality of the provided service, as well as a complaint due to a violation of the provisions of the concluded contract on connection and use of a public communication network and/or publicly available electronic communication services. The subscriber shall submit the complaint to the operator in writing. The complaint must contain the facts and evidence on which it is based.

The subscriber can submit the complaint within 15 days as of the day of the occurred violation.

In case of rejection of the complaint as unfounded, the operator shall be obliged to issue to the subscriber a confirmation of the performed check containing correctly and clearly listed elements of the administrative and/or technical check.

The operator shall be fully responsible for the veracity of all statements given in the confirmation.

If the subscriber submits a complaint to the operator, and then a request for dispute resolution before the Agency, regarding the amount of the bill, the operator may not limit the access until a final decision is made by AEC, and the subscriber shall be obliged to pay the amount of the monthly subscription within the specified deadline. If the subscriber does not pay the amount of the monthly subscription within the specified deadline, the operator shall be entitled to limit the access.

If the Subscriber is not satisfied with the decision reached with reference to the complaint, the subscriber shall be entitled to submit a request for resolution of the dispute to the Agency within 15 days as of the day of its receipt.

If the operator fails to act upon the complaint within 15 days as of the day of the receipt of the complaint, the subscriber shall be entitled to submit a request for dispute resolution to the Agency within 35 days as of the day of the submission of the complaint to the operator.

## 10.2. Rights of Makedonski Telekom

In accordance with the development program and the technical plans, to change the subscriber number of the subscriber, in accordance with the valid legal regulations, with a prior notification to the subscriber, submitted thereto at the latest 30 days prior to the change.

To ask the subscribers to submit their personal data stipulated by the law.

To use the personal data of the subscribers for direct marketing of products and/or services of the operator solely based on their previous consent, with an obligation to allow the subscribers at any time, free of charge, and by using simple means, to prevent the use of their personal data.

To process the traffic data for the purposes of marketing of the electronic communication services or for providing value added services, throughout the period of the validity of the subscriber contract. By signing the subscriber contract, it shall be deemed that the subscriber has consented to the processing of the traffic data for the purposes mentioned above.

The data on the creditworthiness of the subscriber to be used to determine the subscriber's ability to purchase terminal devices at a subsidized price. A subscriber who has been determined to be insolvent, i.e., indebted based on a report received from the Macedonian Credit Bureau, shall not be entitled to purchase terminal devices at a subsidized price.

To charge a one-time initial connection fee, a monthly fee for the subscriber line (subscription), as well as a fee for the generated volume of communications traffic and the used value added services.

For the reconnection of a disconnected subscriber line due to delayed payment or failure to pay the bill, to impose an obligation on the subscriber to pay a fee for the reconnection of the subscriber line in addition to the outstanding debt, in accordance with the Price List.

To put a ban on the use of value added services and premium rate services which Makedonski Telekom provides from certain operators and/or service providers under a separate contract, regarding which services the subscriber has made an outstanding debt and has failed to settle such debt within the deadline defined under the subscriber contract.

If technically possible, Makedonski Telekom shall be entitled to limit the access only to those services in respect of which the subscriber has committed a breach, except in cases of abuse and continued delays in the payment or non-payment of the bills.

To conduct an inspection and control of the functionality of the terminal equipment and the installations of the subscriber.

On account of a late payment of the bills, to disconnect the other subscriber lines connected under the same subscriber contract, even if the subscriber has effectuated the payment of the other bills in a timely manner.

To proceed with a permanent termination of the services in the event of misuse or constant delay of the payment.

To collect its receivables from the subscriber - legal successor/newly established legal entity, in accordance with the provisions of the Law of Obligations.

Makedonski Telekom shall not be held accountable for the content of the communications that are transmitted over its network.

Within the tariff plans or customer packages, Makedonski Telekom may grant a bonus for the public voice service in the form of free minutes or expressed in monetary amount or otherwise, for the traffic generated within its own fixed **communications network, as well as for the subscribers' calls towards the international destinations** and the mobile networks made through Makedonski Telekom.

### 10.3. Obligations of the subscriber

To pay in due time the invoiced amounts for the used public communication services within the deadline stated in the invoice (bill) and in the event of having submitted a complaint regarding the amount of the bill.

Failure to receive the invoice (bill) shall not release the subscriber from the obligation to pay the debt thereof in a due time.

To use the communication services exclusively for the own needs thereof and in line with their intended purpose, not to disturb other users, not to provide communication services and capacities which are subject to this Contract to other parties for a certain fee and refrain from using them for purposes contrary to the Law or another law or regulation, as well as the terms and conditions defined in this contract.

The subscriber shall also be accountable for the use of the telephone connection when it is used by third parties with the permission of the subscriber.

To notify Makedonski Telekom in writing within 15 days regarding any change in the data required for the conclusion of this Contract, which are necessary for unhindered submission of the notifications and the invoices (bills). Any conduct in contravention of this provision shall be to the detriment of the subscriber, and Makedonski Telekom shall waive any possible responsibility.

To enable access to the connection point of the terminal equipment to authorized technical personnel of Makedonski Telekom who have an order issued by the respective expert unit of Makedonski Telekom.

To use only terminal equipment in accordance with the terms and conditions prescribed with the regulations which govern radio and communication terminal equipment and/or the plan for allocation of radio-frequency bands in the Republic of Macedonia.

To follow each instruction and announcement of Makedonski Telekom related to the usage of the services and the equipment.

To refrain from any actions that might endanger or damage the network.

To bear the costs of clearing any faults from the devices, the installation and the network which have been caused by the subscriber.

In the event of a failure to receive the monthly telephone bill, to seek information from the specialised customer care units of Makedonski Telekom and request a copy thereof.

The subscriber should not use the subscriber line for disturbing calls or false calls.

To keep and maintain the terminal equipment, property of Makedonski Telekom, with due care and in a proper condition.

In case of a filed complaint or notice of damage, the subscriber shall be obliged to allow access to the authorized technical person in the premises during working hours (from 8-18 hrs) in order to perform the necessary checks and controls of the installations or the terminal equipment.

The subscriber shall be obliged to allow its subscriber line to be used for calling an ambulance, the fire brigade, the police, and in case of natural disasters.

The subscriber shall be obliged to pay the monthly subscription for those periods when the line is out of order, i.e. disconnected, due to unauthorized and improper terminal equipment.

To use the services of Makedonski Telekom only for his/her own needs, and not to assign the service or parts thereof for temporary or permanent use to any third party without a prior written approval by Makedonski Telekom. It is explicitly forbidden to use the services of Makedonski Telekom for providing communication services without a separate contract concluded for that purpose with Makedonski Telekom AD - Skopje.

To keep in confidentiality the identification number of the subscriber, the number of the subscriber contract and/or the PIN code that has been assigned thereto by Makedonski Telekom, i.e., the personal encrypted data. The subscriber shall be explicitly responsible for any damage occurred as a result of improper handling and/or abuse or unauthorized use of his/her personal encrypted data, the subscriber identification number, the number of the subscriber contract and/or PIN code, intentionally or due to gross negligence on the part of the subscriber.

#### 10.4 Obligations of Makedonski Telekom

To enable access and activation of the public communication services within seven (7) working days as of the day of the conclusion of the contract.

To provide high quality and continuous use of the services to the subscriber, in accordance with the Law, the rules and the regulations pertaining to this sphere, which define the quality standards for the public communication services.

To enable the identification or ban on identification of the calling and dialled number, as well as free-of-charge access to the emergency services.

To keep records of its subscribers, their addresses and customer numbers.

Within its technical possibilities, to ensure the irrefrangibility and protection of the secrecy of the transferred messages, as well as to guarantee the security, secrecy and irrefrangibility of the personal data and protection from violation of the personal integrity, arising from the registration of subscriber information by means of data processing, except in the cases provided for in the Law.

To prepare an invoice (bill) for the subscriber for using the services each month and to submit it to the subscriber by the 15<sup>th</sup> day of the following month at the latest.

The maximum period after which Makedonski Telekom shall charge for the provided communication services shall be 90 days as of the day of the implementation of the service.

For the purposes of controlling the amount charged for the services, to provide the subscriber with an itemized bill, in accordance with the Law.

To notify the subscriber in case of any violation of the provisions of the Contract herein and to define a reasonable deadline for fulfilling the obligations stipulated in this contract.

To release the subscriber from the obligation for payment of the monthly subscription in the event of an unjustified interruption of the public communication service, for an amount proportional to the duration of the interruption. In such case, Makedonski Telekom shall not be held accountable for any indirect damage which could possibly be caused to the subscriber related to lost profit, missed business opportunities, undermined reputation, etc.

Upon a request of the subscriber, to enable outgoing call barring towards the numbers for the provisioning of value added services, free-of-charge. If technically possible, to allow call barring for the following types of outgoing calls: to all geographic subscriber numbers, to all non-geographic subscriber numbers and to all international numbers.

To enable, if technically possible and upon a request of the subscriber, call barring of outgoing calls, if the monthly cost of these calls exceeds a certain pre-determined amount.



To enable the subscriber to receive information about the usage or the exceeding of certain benefits that were used in accordance with the selected tariff model in the course of one month, as well as information stating that following their using up or exceeding the changed model and charging method shall be applied.

To define the prices for access and use of the public communication services in the Price List.

Makedonski Telekom AD - Skopje shall be entitled to provide data and information to people with special authorizations granted by the competent authorities under a decision/resolution stating the basis and the need for collecting data, to persons with a court order (forensics), inspectors during the inspection and other competent authorities, in accordance with the law, as well as for the needs of the units of Makedonski Telekom with special authorizations.

Makedonski Telekom shall provide, within the technical capabilities thereof, the subscriber with inviolability of the confidentiality of the messages, i.e., it shall undertake all measures for the protection of the inviolability of the confidentiality of the transmitted messages.

Makedonski Telekom shall not be held accountable for the contents of the communications and the messages that are transmitted over its network.

Makedonski Telekom shall be obliged to connect the subscriber as soon as possible upon receiving written evidence for having settled the outstanding debt.

Makedonski Telekom shall be obliged to inform the subscriber about the temporary disconnection due to non-payment.

#### 10.5 Responsibilities of Makedonski Telekom

Makedonski Telekom shall not be held accountable for the damages that might occur if the communication link was not established or the link was interrupted during the communication.

### Chapter XI

#### DURATION AND TERMINATION OF THE CONTRACT, TERMINATION OF THE SUBSCRIBER LEGAL RELATION

##### 11.1. Duration of the subscriber contract

A subscription contract can be concluded for an indefinite and a definite period with the mandatory duration of the contract being defined in the request or the annex/schedule to the contract on establishing a subscriber relationship in accordance with the tariff model/package chosen by the subscriber.

##### 11.2. Termination of the contract by the subscriber

The subscriber may terminate the subscriber contract with the operator at any time upon a prior submitted request for termination of the subscriber contract. The request is to be in writing and contain at least the following data:

- name or title of the subscriber;
- PIN for natural persons and tax and registration number for legal entities;
- address of the subscriber;
- electronic communication service (tariff model/ package/ subscriber number, etc.) and
- the date of termination of the subscriber contract, which cannot be shorter than 5 days as of the day of submission of the request.

The contract shall be considered terminated as of the day specified in the written request.

After the termination of the subscriber contract, the subscriber shall still be responsible for paying all costs incurred thereby that were possibly invoiced with a delay or that have been invoiced but not paid by the subscriber.

Upon the termination of the subscriber contract, the subscriber shall be obliged to return the communication assets owned by the operator in a proper functional condition, which shall be established by the operator during the asset handover.

##### 11.3. Termination of the contract by Makedonski Telekom

Makedonski Telekom may terminate the Contract, especially in the following cases:

- due to the **subscriber's violation and/or failure to fulfil the obligations** stipulated in the contract or the General Terms and Conditions;
- if the public communication service is used or is intended to be used for purposes contrary to the terms and conditions of the Contract;
- if the subscriber uses the subscriber line and the related communication services for providing communication services to third parties for a compensation, without previously concluded an adequate contract with Makedonski Telekom;
- in the event of death of the subscriber, if the line is not transferred to another person within 6 months;
- under a court decision on deletion from the respective register;
- in the event of bankruptcy or liquidation or insolvency of the subscriber, if the right to using the service has not been assigned to another entity within 2 months;
- if the services are used or misused by the subscriber for purposes contrary to the Law, the regulations adopted based upon the Law or any other laws and regulations, as identified by a competent body;
- if the Makedonski Telekom is incapable of providing the services due to a force majeure for longer than three months.

In the event of the termination of the contract herein, all financial liabilities of the subscriber towards Makedonski Telekom shall become due and payable immediately.

In the event of the termination of the contract herein due to a delayed payment, the subscriber may not conclude a new subscriber contract without previously settling all their financial liabilities towards Makedonski Telekom in their entirety.

If a subscriber is under bankruptcy proceedings or liquidation proceedings, the bankruptcy receiver or the liquidator shall be obliged to inform Makedonski Telekom of such proceeding in writing, within 30 days as of the date when the respective proceedings were initiated. If in the written notice the bankruptcy receiver or the liquidator requests a change of the name (title) of the subscriber and transfer of the subscriber contract, Makedonski Telekom shall transfer the subscriber contract and make the necessary changes in the title of the subscriber.

## Chapter XII

### COMPLAINTS

#### 12.1. Filing complaints

The subscriber shall be entitled to file a complaint to Makedonski Telekom regarding the provision of the services, a complaint regarding the amount with which he/she is indebted for the provided service, a complaint regarding the quality of the provided service, as well as a complaint due to a violation of the concluded contract on connection and use of a public communication network and/or publicly available electronic communication services.

The complaint shall be submitted in writing. The complaint must contain the facts and evidence on which it is based.

The complaint shall be submitted within 15 days as of the day of the occurred violation. Any complaint submitted following the expiry of this deadline shall be considered untimely.

In the event the subscriber submits a complaint, Makedonski Telekom must check the amount with which the subscriber is indebted or the quality of the provided service, and based on the performed administrative and/or technical inspection, confirm the amount or the quality of the provided service.

If the subscriber submits a complaint to the operator, and then a request for dispute resolution before the Agency, regarding the amount of the bill, Makedonski Telekom may not limit the access to its services until a final decision is made, and the subscriber shall be obliged to pay the amount of the monthly subscription within the specified deadline. Makedonski Telekom shall be obliged to decide upon the complaint within 15 days as of the day of the receipt of the complaint and notify the subscriber of the decision in writing.

If the Subscriber is not satisfied with the decision reached upon the complaint, the subscriber shall be entitled to submit a request for resolution of the dispute to the Agency within 15 days as of the day of its receipt.

If Makedonski Telekom fails to act upon the complaint within the deadline defined in paragraph 6 of this Article, the subscriber shall be entitled to submit a request for dispute resolution to the Agency within 35 days as of the day of the submission of the complaint to Makedonski Telekom.

If it is determined that Makedonski Telekom violated the provisions of the concluded contract or unjustifiably interrupted the provision of the service to the subscriber who filed a complaint, due to a violation of the provisions of the concluded contract or a complaint regarding an unjustified interruption in the provision of the service, the subscriber shall be entitled to terminate the contract without compensation, as well as to a refund of all unjustifiably charged funds.

Should the subscriber submit a complaint to Makedonski Telekom regarding the amount of the bill or the quality of the provided value added service, Makedonski Telekom should check the complaint and forward it to the value added service provider within five (5) days as of the receipt of the complaint from the subscriber. Makedonski Telekom must provide to the value added service provider the name, surname and the address of the subscriber together with the complaint, as well as the verified data on the disputable bill or quality of the value added service.

The value added service provider must reply to the complaint within 10 (ten) days as of the day of the receipt thereof.

Makedonski Telekom shall inform the subscriber in writing about the decision regarding the filed complaint.

The provisions referring to the access to or the provision of services, including the right to a complaint regarding the amount of the telephone bill, shall also be applied in respect of the payment of the bills and the contents of the notification, based on a complaint filed by the subscriber with reference to the amount of the bill or the quality of the provided value added service.

## Chapter XIII

### COLLECTION, PROCESSING, STORAGE AND PROTECTION OF CUSTOMER DATA

In accordance with the Law on Electronic Communications (LEC), Makedonski Telekom AD - Skopje shall be obliged to keep accurate records pertaining to the customers thereof and it shall be entitled to collect, process and store their personal data for the purposes of concluding and fulfilling subscription agreements, using and charging for the services, providing information to competent state authorities in a procedure prescribed by law, as well as for other purposes according to the law. The Operator shall be entitled to process, exchange and communicate the data pertaining to the customers and to their generated communication traffic without any additional consent with a view to fulfilling the purposes stated above and for other permitted purposes in accordance with the applicable laws.

On the basis of an established legitimate interest or upon the consent of the customers, the Operator may process their personal data for other purposes as well. The consent for the purposes of processing personal data granted by the

customers shall be valid until its withdrawal. The customers shall be entitled to grant or withdraw the given consent at any time through one of the channels specified in the Privacy Policy published on the Operator's website.

The Subscriber shall be responsible for the accuracy of the provided personal data and the reliability of the documents submitted to the Operator when lodging the Request for concluding a subscription agreement. When changing any of the Subscriber's data during the validity of the subscription agreement, the Subscriber shall be obliged to ask the Operator for their change and to submit appropriate proof of the changed data.

Makedonski Telekom AD - Skopje shall take appropriate technical and organizational measures so as to ensure the confidentiality of the communications and the security and protection of the Subscriber's personal data in accordance with the applicable provisions of the Law on Personal Data Protection and LEC.

The Operator may also engage third parties for the provision of communication services as processors and sub-processors and conclude appropriate agreements with them for the processing of personal data in accordance with the law.

**After the termination of the subscription agreement, the Operator shall be obliged to keep the customers' data and the communication traffic thereof for a period determined by law, after which it shall delete or anonymize any such data.**

## Chapter XIV

### FINAL PROVISIONS

#### 14.1. Modifications and amendments to the General Terms and Conditions

Makedonski Telekom may modify and/or amend these General Terms and Conditions at the discretion thereof, especially if such modifications and/or amendments are imposed by the market conditions or the legal regulations. Makedonski Telekom shall inform the subscribers about the changes of the General Terms and Conditions in a timely manner.

#### 14.2. Application of the General Terms and Conditions

These General Terms and Conditions of Makedonski Telekom shall apply to the new subscribers as of the date of their entry into force.

#### 14.3. Force Majeure

The use of the services provided by Makedonski Telekom may be suspended due to a force majeure event. Force majeure is an event independent of the will of the contracting parties and the occurrence of which could not have been prevented or anticipated and due to which the fulfilment of the obligations arising from the contract has become hindered or impossible, including, but not being limited to: natural disasters, social events (strike, riots, war), acts of the public authorities, and disturbances in the functioning of the system. Makedonski Telekom shall not be held accountable towards the subscriber in terms of an interruption of its services caused by a force majeure event.

#### 14.4. Dispute resolution

All disputes that may arise between the contracting parties shall be resolved amicably. Otherwise, the Basic Civil Court Skopje shall decide. These General Terms and Conditions, including the Contract, shall be construed in accordance with applicable rules and regulations of the Republic of North Macedonia.

#### 14.5. Entry into force

The General Terms and Conditions shall enter into force on the day of their adoption and apply as of the day of their publication on the website of Makedonski Telekom. With the entry into force of the General Terms and Conditions herein, all previously published General Terms and Conditions shall cease to be valid.

Published on 18.10.2024

Translated by Lingva Ekspert