

GENERAL TERMS FOR INTERACTIONS WITH THE END USERS OF THE SERVICE ACCESS TO PUBLIC TELEPHONE SERVICE, PROVIDED BY ORBITEL EAD AS A SELECTED OPERATOR OF THE TRANSMISSION ENVIRONMENT

I. General Provisions

1.1. The present General Terms settle the interactions between:

- a) Orbitel EAD (hereinafter referred to as „Orbitel“), with its head office and registered address in the city of Sofia, 1 Makedonia Sq., floor 18, owner of a Permit № 01356/05.02.2009 for using of individually assigned scarce resource – numbers, for carrying on public electronic communications through public electronic telecommunication network for provision of the service access to public telephone service through the selection of an operator service, and
- b) the end users of the services, provided by Orbitel under the said Permit.

1.2. The access to public telephone service, provided on the grounds of the Permit under item 1.1, provides possibility of originating long distance and international calls by selecting Orbitel for an operator of the transmission environment through dialling an operator selection code 01001 before the called number or on a subscription base.

1.3. Within the meaning of the present General Terms “end user” shall be considered natural or legal person which uses or has declared willingness for using the access to the public telephone service, without providing telecommunication services through it.

1.4. Orbitel shall be entitled to provide variances of the access to the public telephone service to the different categories end users while observing the principle of equality of the end users belonging one and the same category. The said variances are based on specific rating and/or on the manner of providing the access to the public telephone service.

1.5. The access to public telephone service is provided to end user’s geographic phone numbers pertaining to the network of the Bulgarian Telecommunications Company AD. „Geographic number/s” is a number within the meaning of §1, item 6 of the Additional provisions of the Electronic Telecommunications Act.

2.1. The present General Terms shall be obligatory for Orbitel and the end users.

2.2. The General Terms shall be obligatory for the end users as of the moment of their acceptance and for the established end users the General Terms shall apply in case the said end users don’t object in writing within seven days as of the date an announcement for coordination of the General Terms with the Communications Regulation Commission has been published in a central daily paper. In case of objection according to the preceding sentence, the contract between the end user and Orbitel under which the access to the public telephone service has being provided shall be automatically terminated.

2.3. The acceptance of the present General Terms by the end users shall be made in writing and/or with the fact of using the service.

2.4. As a written acceptance of the General Terms shall be also considered a statement of an end user, made in electronic form.

II. Contracts

3.1. When the access to public telephone service is provided on the grounds of a written contract concluded between Orbitel and an end user, the contract shall enter into force as of the date of its undersigning by the parties unless anything else is provided in it. Legal persons - parties to the contract shall be individualized with the data from their court registration and their united identification codes and natural persons - end users - with the data from their identity cards.

3.2. The contract under item 3.1 shall remain in force for an indefinite period of time unless anything else is provided in it. The validity of a contract concluded for a fixed term shall be extended for a new term, respectively for an indefinite period of time under the conditions set forth in it.

3.3. At the conclusion of a contract under item 3.1 the respective end user shall be obliged to provide to Orbitel its exigible identification data, required by the latter, as well as to provide on request documents, establishing the authenticity of these data. In case of alteration of the provided data, the end user should notify Orbitel within 7 days from the alteration.

4.1. The provision to the natural persons, which are not sole traders, of the service for originating long distance and international calls by selecting Orbitel for an operator of the transmission environment through dialling an operator selection code 01001 before the called number shall be performed on the grounds of simple contract concluded with the respective end user. The contract shall enter into force as of the moment the service is activated after the end user has prepaid the respective price for originating calls through the service.

4.2. The contract under item 4.1 shall remain in force until the depletion of the price under item 4.1, prepaid by the end user. In case that before the depletion of the price under item 4.1, paid by the end user, the selfsame performs an additional payment of such price, the validity of the contract shall be extended until the depletion of the sum, including all prices for originating calls, paid by the end user.

4.3. The contract for providing the service under item 4.1 may be concluded in writing, including in electronic form, when the end user may be duly identified. In this case items 3.1, 3.2 and 3.3 shall apply.

5.1. Against the provision of the access to public telephone service Orbitel shall have the right to collect, process, use and keep the following data:

5.1.1. name and address of the end user;

5.1.2. number of the calling end user and number of the called end user; number of the card, when cards for electronic pay off are used; location of the end user when mobile end devices are used;

5.1.3. the beginning and the end of the call, specified with date and hour; volume of the carried data, when this is necessary for tax purposes;

5.1.4. type of the devices used;

5.1.5. points of interconnection when the call is made, beginning and end of their use;

5.1.6. other data, necessary for setting up and maintenance of the call;

5.1.7. due amounts for using the service during the respective period and information for the way of their payment;

5.1.8. information for alterations in the service use.

5.2. When collecting, processing, using and keeping the personal data, provided by the end users, Orbitel shall be obliged to observe all obligations for their protection, provided in the Electronic Communications Act and The Law for Protection of the Personal Data.

5.3. Orbitel shall have the right to authorize third parties to conclude contracts with end users on behalf of Orbitel and at the expense of the latter, as well as to perform activities for exercising rights and/or performing obligations under certain contracts.

5.4. Orbitel shall have the right not to conclude a contract with a given person in case the latter:

5.4.1. does not provide data, required by Orbitel;

5.4.2. does not provide a document, required by Orbitel, establishing the authenticity of the indicated data;

5.4.3. has failed to fulfil its obligation under other contract, concluded with Orbitel;

5.4.4. does not provide to Orbitel a security required by the latter.

5.5. The end user shall be obliged to authorize in writing Orbitel for take the necessary legal and factual activities in front of third parties - telecommunication operators against providing possibility for using access to public telephone service under the Permit set forth in item 1.1.

6.1. Orbitel shall be entitled to rescind without notification contract with an end user in the following cases:

6.1.1. the end user has provided incorrect data;

6.1.2. a procedure for insolvency towards the end user has been initiated;

6.1.3. there is a systematic non-fulfilment of contractual obligation by the end user (at least three cases of non-fulfilment) in the event that Orbitel has notified him for at least one case of non-fulfilment of the respective obligation;

6.1.4. the end user has violated its legal obligation or its contractual obligation as a result of which proceeds or may proceed damage of the good reputation of Orbitel or other end users.

6.2. Orbitel shall be entitled to rescind with a fourteen-day written notification contract with an end user in case the latter fails to fulfil its contractual obligation. The rescission of the contract shall be at hand with the expiration of the term of the notification, in case that within this term the non-fulfilment and its damaging consequence have not be removed.

6.3. The end user shall be entitled to rescind its contract with Orbitel under the conditions and the procedure of the Obligations and Contracts Act when the term of the notification for the rescission of the contract is fourteen days.

6.4. The prices prepaid by the end user that refer to the period after the rescission of the contract, shall be restored.

6.5. In case of death of a natural person - end user, the contract shall not be terminated provided that there are inheritors of the deceased person, which replace him as a contractual party. The contract shall be terminated on written request by the said inheritors.

6.6. In case of termination with liquidation of a legal person - end user, the contract shall be terminated with the erasure of the commercial register of the terminated legal person.

6.7. The provision of the access to public telephone service shall be terminated towards end user's geographic number/s with the deactivation of the access of the respective number/s to the network of the Bulgarian Telecommunication Company AD. The interactions between Orbitel and the end user shall be considered terminated only with regard to the transferred numbers with the deactivation of their access to the BTC's network. The provision of the access to the public telephone service shall continue towards the end user's number/s remaining in the network of BTC.

6.8. Beyond the hypotheses under the preceding paragraphs the written contracts may be terminated under the conditions, set forth in them.

7. The end users shall not have the right to transfer to third parties fully or partially their rights and/or obligations under the written contract with Orbitel unless the latter has given its advance explicit written consent for the transfer.

III. Access to public telephone service, provided by Orbitel

8.1. Orbitel shall provide access to public telephone service to the end users 24 hours a day, 7 days a week.

8.2. The access to the public telephone service shall be provided with quality, corresponding to the factors established in the legislation and the Permit under item 1.1, such as:

8.2.1. the evaluating factor for voice transportation (R factor) is not less than 75;

8.2.2. the one-side delay is not more than 150 ms;

8.2.3. time for removing damages is 24 hours;

8.2.4. the percent of unsuccessful calls is up to 0.5%;

8.2.5. time for establishing connection is up to 20 seconds;

8.2.6. the percent of the complaints concerning the correctness of the bills is up to 0.2% of 1 000 bills issued.

8.3. The provision of the access to the public telephone service shall begin not later than 10 days as of entering into force of the contract and in case a written contract is not present, the provision of the access to the public telephone service shall begin not later than 24 hours as of the prepayment of the price for originating phone calls. The beginning of the access to the public telephone service provision shall be established through the authorized system of Orbitel for traffic monitoring.

8.4. Against the provision of the access to public telephone service, Orbitel shall not have the right to lay down as an advance condition to the end user the use or the provision of another telecommunication service or the purchase from Orbitel of an end device, unless the access to the public telephone service, the other telecommunication service and/or the end device should be used only in conjunction with one another under the condition of mutual subjection.

8.5. While providing the access to public telephone service, Orbitel shall maintain the function "Identification of the calling line (CLIP)" that provides the end user to receive information for the number of the calling subscriber - initiator of the call as the number is delivered towards Orbitel's point of access with the operator from which network the call was generated.

8.6. While providing the access to public telephone service through dialling an operator selection code 01001 before the called number, the said code shall not be displayed to the called number towards which the request of the calling number has been addressed and by this a return call shall be allowed.

IV. Financial Conditions

9.1. The prices of the access to public telephone service shall be set by Orbitel in compliance with the Electronic Communications Act.

9.2. The prices under item 9.1 shall be set under equal conditions for the end users and Orbitel shall have the right to set price packages, as well as different prices and concessions on the grounds of technology, class of the end user, volume of the access to public telephone service usage, jointly voluntarily use of two or more complementary services and/or end devices chosen by the end user, as well as on the grounds of objective criteria.

9.3. The prices due by the end users, parties to written contract under item 3.1, may be as follows: price for activating the access to public telephone service, monthly subscription price, monthly lease price for provided equipment and price for making calls. The end users, using the access to the public telephone service on the grounds of simple contract under item 4.1, owe only price for making calls.

9.4. Orbitel provides free of charge information to the end users about the prices for the access to public telephone service and the tariff packages.

9.5. Orbitel shall have the right at any time to alter the prices for the access to public telephone service by publishing information for each alteration in one national daily paper 7 days before entering into force of the alteration.

9.6. The price for activating the access to the public telephone service shall be within 7 days as of the date of entering into force of the contract for providing the access to public telephone service.

9.7. The monthly subscription price and the monthly lease price for provided equipment shall be payable during the current month of using the access to public telephone service and by an agreement of the parties the said prices should be prepaid.

9.8. The price for making calls shall be payable during the month, following the month of the calls made and by an agreement of the parties the said price should be prepaid.

9.9. In case a price under item 9.7 is due for an incomplete month (the first or the last month of using the access to public telephone service), the amount of the price shall be determined according to the continuation of the access of public telephone service use during the incomplete month on a 30-days month base.

9.10. In case of authentic identification of the end users, Orbitel shall issue reference-bills for the due amounts. On the grounds of the reference-bills Orbitel shall issue proper invoices to the end users - legal persons and sole traders, and to the end users beyond these categories an invoice shall be issued on request.

9.11. In case that one tax invoice comprises sums owed on different legal grounds, and under the condition that the payment performed by the end user is not sufficient for paying off all sums under the invoice, first of all shall be paid off the obligation with the earliest date of payment. In case all the obligations under the invoice are with equal dates of payment, the paying off shall be performed in the order of listing the obligations in the invoice. In case that to the end user are issued two or more tax invoices and the payment performed by the end user is not sufficient for paying off the sums under the invoices, first of all shall be paid off the obligations under the invoice with the smallest number and after that – the obligations under the other invoices in ascending order of their numbers.

9.12. The monthly subscription price, the monthly lease price for provided equipment and the price for making calls shall be due as of the date the respective invoice has been issued (tax event date) and the payment shall be performed within 15 (fifteen) days as of this date.

9.13. The sums due by the end users shall be payable in cash at the Orbitel's office, via a bank transfer, through Internet payment systems or through buying respective vouchers according to the conditions for providing the access to public telephone service.

9.14. Orbitel shall keep exact records of the reading of all tax devices for not less than 6 months.

V. Main Rights and Obligations of Orbitel

10.1. Orbitel shall be obliged to provide the access to public telephone service in compliance with the operative legislation of the Republic of Bulgaria, the Permit under item 1.1, the contracts concluded with the end users and the present General Terms.

10.2. Orbitel shall have the right to receive all the amounts due by the end users for the provided access to public telephone service.

10.3. Orbitel shall be obliged to accomplish constantly observation of the access to public telephone service provision process, and in case of technical problems Orbitel shall undertake all necessary measures for removing the problems within maximum short terms.

10.4. Orbitel shall have the right to cease the provision of access to public telephone service to an end user at the attainment of a credit limit specified by Orbitel, and when the

amount of the respective credit limit is paid the provision of access to public telephone service shall be restored. The amount of the credit limit shall be specified according to the expected monthly consumption of the service by the end user. In case by a mutual agreement of Orbitel and the end user the latter deposits in Orbitel's favour security as a non-interest guarantee deposit and/or bank guarantee to the amount not less than the amount of the credit limit, the provision of the service shall not be ceased on the grounds of the present item 10.4 and Orbitel shall be entitled to deduct the security. As far as Orbitel has not deducted the security the latter should be restored to the end user within 48 hours as of the written request of the end user. Orbitel shall notify the end users through letters, send via electronic or ordinary post, or through facsimile messages when they reach the amount of the credit limit

10.5. In case of necessity of conducting planned or incidental preventing tests or repairs of its network, as well as in case of necessity of performing actions for network development, Orbitel shall have the right to cease temporarily the provision of access to public telephone service.

10.6. Orbitel shall notify through e-mails, registered letter or facsimile messages the end users affected by the planned preventing tests, repairs or actions for network development when it is expected that these activities may lead to interruption or aggravated quality of the access to public telephone service. The notification shall be made not later than 24 hours before the conduct of the respective actions and in the notification the term of the interruption, resp. the aggravated quality of the service shall be stated.

10.7. Orbitel shall be obliged to ensure and keep the secret of the messages, transferred through the access to public telephone service use. Under the legal conditions and procedures Orbitel shall provide the exigible cooperation to the competent state authorities, including by providing the possibility to make observation under the access to public telephone service use by certain end users.

10.8. Orbitel shall be obliged to maintain public announced addresses and telephone numbers for contacts with the end users in connection with problems related to the access to public telephone service use, as well as in connection with the conditions for the use of the latter.

10.9. Orbitel shall be obliged to provide free of charge to the end users copies of the present General Terms at each of its offices.

10.10. Orbitel shall not have the right to give priority to certain end users or a group of end users regarding one and the same service, under equal other conditions concerning the type of the used technology, the categories of the subscribers and the volume of the traffic.

10.11. Orbitel shall be obliged to keep at least 6 months the data under item 5.1, necessary for the payments off with the respective end user.

10.12. Until the termination of the contract under item 3.1 with the respective end user, Orbitel shall provide to the end user a free of charge access to the services for emergency calls.

VI. Main Rights and Obligations of the End Users

11.1. The end users shall have the right to use access to public telephone service in accordance with the operative legislation of the Republic of Bulgaria, the Permit under item 1.1, the contracts concluded with Orbitel and the present General Terms.

11.2. While using the access to public telephone service the end users shall be obliged to observe the legal order established in the Republic of Bulgaria and the general moral rules, as well as to respect the rights and freedom of the citizens.

11.3. While using the access to public telephone service the end users shall not have the right to commit any illegal actions, including to transfer messages that are harming or may

harm the rights, the freedom and the good name of the citizens, as well as false messages for natural or other disasters.

11.4. The end users shall have the right to require information by Orbitel related to the conditions for access to public telephone service use.

11.5. The end users shall have the right to inform Orbitel for established problems related to the use of access to public telephone service.

11.6. The end users shall be obliged to pay within the terms set by Orbitel and under the procedure stated by the latter the prices due for the use of the access to public telephone service.

11.7. The end users shall not have the right to perform or to allow performance of artificially generated incoming or outgoing traffic through the use of the access to public telephone service.

11.8. In case that equipment provided by Orbitel to the end user is destroyed, lost or by any reason due to the end user's fault becomes inefficient for its custom use, the end user shall owe to Orbitel a compensation to the amount of the price of the equipment specified in the Finding Minutes for its delivery from Orbitel to the end user.

VII. Responsibilities

12.1. Orbitel and the end users shall bear civil responsibility for the faulty committed damages – result of illegal behaviour of the respective party course of/or pertaining to the provision of the use of the service.

12.2. In case an end user fails to pay in time due price, Orbitel shall have the right to demand a penalty payment to the amount of 0.3% (zero point three per cent) of the overdue sum for each day of delay.

12.3. In case Orbitel fails to observe the term for removing damages under item 8.2.3 and that causes interruption of the access to public telephone service, the respective end user shall be entitled to penalty to the amount of 1/30 of the monthly subscription price for each full 24-hour period of service interruption.

12.4. In case Orbitel fails to observe the term under item 8.3 for providing the access to public telephone service, the respective end user shall be entitled to penalty. The penalty is to the amount of 1% (one per cent) of the price for activating the access to public telephone service for each day of delay in case the end user is party to written contract under item 3.1 and if the end user is a party to simple contract under item 4.1 - the amount of the penalty is 1% (one per cent) for each day of delay of the prepaid price for making calls.

12.5. In case Orbitel fails to fulfil its obligation under item 10.6, the selfsame shall owe to the respective end user a penalty to the amount of 2% (two per cent) of the monthly subscription price.

12.6. Orbitel shall have the right to cease the provision of access to public telephone service towards end users which violate their obligations related to the use and/or the payment of the access and the provision of the latter shall be restored when the violation is removed. The prices prepaid by the end users, related to the period of suspension of the access to public telephone service provision shall not be restored and the prepaid sums for making calls shall be spinned after the restoration of the access to public telephone service provision.

12.7. Orbitel shall not be liable for the interruption or aggravated quality of the access to public telephone service in case these circumstances are not due to its guilty conduct.

VIII. Complaints, Requests and Proposals. Disputes

13.1. Every end user shall have the right to make complaints, requests and proposals to Orbitel and/or the Communications Regulation Commission in connection to the access to public telephone service provided by Orbitel.

13.2. Orbitel shall be obliged to respond in writing to all complaints, requests and proposals, made by end users, within one month as of their receiving.

13.3. Orbitel holds register for the received complaints, requests and proposals by end users, as well as for the responses to them. The information for each case shall be kept in the register for at least 24 months.

13.4. The dispute of a price due by an end user shall not release the selfsame of its obligation to pay the price. When a decision of a competent authority that grants the dispute has entered into force, the paid amount of the price that has not been due shall be restored to the payer.

14. The disputes between Orbitel and the end users shall be settled through negotiations, and if that happens to be impossible the disputes shall be settled by the Communications Regulation Commission and/or the competent Bulgarian court.

IX. Concluding Provisions

15.1. The present General Terms may be amended on the initiative of Orbitel, end users or the Communications Regulation Commission.

15.2. The amendments of the General Terms shall be made under the procedure provided in the Electronic Communications Act and shall automatically apply in the future relations between the subjects under item 2.1.

16.1. The written correspondence between Orbitel and the end users shall be effected through e-mails, registered letters or facsimile messages.

16.2. In case an end user changes the stated address for correspondence, Orbitel should be informed in writing within 7 days after the change. The messages sent to the stated address shall be considered duly sent and received, in the event that the obligation pursuant to the preceding sentence is not observed.

17. For all issues that have not been settled by this General Terms the provisions of the operating legislation of the Republic of Bulgaria shall apply.

"Orbitel" EAD