

## **GENERAL TERMS**

### **FOR INTERACTIONS WITH THE END USERS OF THE FIXED TELEPHONE SERVICE, PROVIDED BY ORBITEL EAD**

#### **I. General Provisions**

**1.1.** The present General Terms settle the interactions between Orbitel EAD (hereinafter referred to as „Orbitel”), with its head office and registered address in the city of Sofia, 1 Macedonia Sq., floor 18, owner of a Permit № 01355/05.02.2009 for using of individually assigned scarce resource – numbers, for carrying on public electronic communications through public electronic telecommunication network and provision of fixed telephone service, and the end users of the fixed telephone service, provided by Orbitel and hereinafter referred to as „the service”.

**1.2.** The service provides possibility of originating local, long distance and international calls, as well as calls towards mobile networks.

**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 service, without providing telecommunication services through it.

**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 do not object with written notification to Orbitel within seven days as of the date an announcement for co-ordination 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 service has being provided shall be terminated.

**2.3.** The acceptance of the present General Terms by the end users shall be made in written form.

**2.4.** As a written form within the meaning of the present General Terms shall be also considered statements of the parties, made in electronic form.

#### **II. Contracts**

**3.1.** When the provision of the service is performed on the grounds of a written contract, concluded between Orbitel and end user the contract enters into force as of the date of its undersigning by the parties unless anything else is provided in it.

**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 an indefinite term unless neither party has opposed in writing before the expiration of the initial term of the contract.

**3.3.** At the conclusion of a contract according to item 3.1 the respective end user is obliged to provide to Orbitel its 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 immediately notify Orbitel.

**3.4.** The provision of the service under item 8.1 shall be performed on the grounds of simple contract concluded with certain end user. The contract enters into force as of the moment the end user prepays the respective subscription price for using the said service

and the service is immediately activated. Regarding the service under item 8.1 all provisions of the present General Terms shall apply unless the latter does not stipulate special provisions for the said service.

**3.5.** Regarding the provision of the service Orbitel shall have the right to collect, process, use and keep the following data:

**3.5.1.** name and address of the end user;

**3.5.2.** 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;

**3.5.3.** 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;

**3.5.4.** type of the devices used;

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

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

**3.5.7.** due amounts for the service used within the respective period and information for the way of their payment;

**3.5.8.** information for alterations in the service use.

**3.6.** 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.

**3.7.** 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 respective contracts.

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

**3.8.1.** does not provide data, required by Orbitel;

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

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

**3.8.4.** has not deposited the security requested by Orbitel as per item 10.4;

**3.8.5.** a credit estimation for appraising the cash collection has been made and the person does not fulfill the criteria for using the service according to the current commercial policy of Orbitel;

**3.8.6.** in case of technical impossibility for providing the service.

**4.** The end users shall not have the right to transfer to third parties entirely or partially the rights and/or the obligations under the written contract with Orbitel, except the latter has given in advance its explicit written consent for the transfer.

**5.1.** Orbitel shall be entitled to rescind with a 5-day written notification written contract with an end user in the following cases:

5.1.1. the end user has provided incorrect data;

5.1.2. a procedure for bankrupt towards the end user has been initiated;

5.1.3. 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;

5.1.4. 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.

**5.2.** Orbitel shall be entitled to rescind with a fourteen-day written notification written 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.

**5.3.** The end user shall be entitled to rescind its written 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.

**5.4.** The fees prepaid by end users that refer to the period after the rescission of the written contract shall be restored unless they are paid for the service under item 8.1.

**6.1.** The contract with end user who has received from Orbitel the number/s portability consent certificate shall be terminated as per the rules set in Section VIII of the present General Terms.

**6.2.** Beyond the hypotheses under items 5.1-5.4 and item 6.1, the contracts under item 3.1 shall be terminated according to the conditions set forth in them,

### **III. Services, Provided by Orbitel**

**7.1.** Through its public telecommunications fixed network Orbitel shall provide the service to the end users 24 hours a day, 7 days a week and shall ensure free of charge access to the services for emergency calls. While In case of emergency calls Orbitel shall provide the service CLIP in spite of the adjustments made by the end user.

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

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

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

**7.2.3.** the number of the damages of the subscribe line is up to 1%;

**7.2.4.** time for removing damages is 24 hours, excluding when the failure is due to the transmission environment, provided and maintained by the name of the end user at his expense;

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

**7.2.6.** time for establishing connection is up to 20 seconds;

**7.2.7.** time for establishing connection (response) in case of calls for services through operator is up to 20 seconds;

**7.2.8.** time for establishing connection (response) in case of calls towards telephone information services is up to 20 seconds;

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

**7.3.** Unless anything else is provided in the written contract concluded with the end user, the provision of the service shall begin not later than 48 hours as of entering into force of the contract, as any delay is admissible due to causes in the transmission environment, provided and maintained by the name of the end user at his expense.

**7.4.** In the event an end user has applied for using the service, Orbitel shall immediately perform technical examinations for the possibility of initial provision of the service. In case technical obstacles for the initial provision of the service are at hand, Orbitel shall perform feasible actions for removing the obstacles regarding the conclusion of a contract with the end user. The actions under the preceding sentence shall be performed by Orbitel within 30 days as of receiving the application of the end user. In case of impossibility of removing the obstacles, Orbitel shall notify the end user within 7 days as of the application for using the service has been filed.

**7.5.** Against the provision of the 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 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.

**7.6.** While using the service the end users shall be obliged to use only end devices with established correspondence and the end devices should be provided according to the Ordinance for the significant requirements and evaluation of the correspondence of radio devices and end telecommunication devices (promulgated in State Gazette № 79/2002, entered into force as of 12.09.2002).

**7.7.** While providing the service Orbitel shall ensure to the end user the following services:

**7.7.1.** calling line identification provision (CLIP) - service enabling the end user to receive information for the number of the subscriber calling. Orbitel maintains obligatory and free of charge the service CLIP active for all end users. Orbitel provides CLIP during the ring and keeps it unchanged for the duration of the call.

**7.7.2.** calling line identification restriction (CLIR) - service enabling the end user to restrict the display of its number to the called subscriber. Orbitel provides the end users free of charge and in approachable manner possibility to activate/deactivate the service CLIR. Activation/deactivation of the service CLIR for all calls shall be done via application for activation/deactivation while activation/deactivation of the said service for a certain call shall be done through selecting a code. The codes for activation/deactivation of the service CLIR for a certain call shall be specified on Orbitel's web site. Depending on the end device used by the end user in case of activation of the service CLIR adequate message shall be displayed on the display of the called subscriber indicating that the function is on.

**7.7.3.** Call forward - service enabling the calls incoming to the number provided from Orbitel to an end user to be automatically forwarded towards other number. Orbitel provides the end users free of charge and in approachable manner possibility to activate/deactivate the service Call forward through selecting a code. The codes for activation/deactivation of the said service shall be specified on Orbitel's web site;

**7.7.4.** Identification of the connecting line.

**7.8.** Orbitel shall inform the end users in case of specific technical requirements for the used end devices regarding the use of the services under item 7.7.

**7.9.** In case of possibility for difficulties or temporarily cease of the provision of the services under item 7.7. Orbitel shall inform the end users for these circumstances at least two days in advance when this advance notification is objectively possible.

**7.10.** Orbitel shall use the information gained while providing the services under item 7.7 only in connection with the exploitation and maintenance of its network except in the cases provided in the Electronic Communications Act and the applicable secondary legislation.

**7.11.** Regardless of the adjustments of the services under item 7.7 made by the end users Orbitel shall provide CLI in case of tracing out malicious and/or disturbing calls upon request by competent state authorities. Within the meaning of the present General terms "malicious calls" are calls (messages) containing untrue or misleading data for help, disaster, average, accident or alert and "disturbing calls" are calls (messages) containing threat for the individual physical integrity and physical immunity, offending the good name and appealing to violence or tormenting racial, national, ethnical or religious hostility.

**7.12.** Upon an explicit written request by an end user receiving disturbing calls Orbitel shall perform actions to stop these calls.

**7.13.** Orbitel may cancel temporarily the adjustments made by an end user only in case:

**7.13.1.** disturbance in the exploitation and/or maintenance of its network or network elements when after the restoration of the normal exploitation and/or maintenance of the network Orbitel shall restore the adjustments made by the end user;

**7.13.2.** an end user has requested the disturbing calls toward him to be detected and traced out.

**7.14.** In case of change in number/numbers of an end user Orbitel shall preserve the adjustments of the services under items 7.7.1 - 7.7.3 made by the end user unless the latter has requested anything else.

**8.1.** Against payment by the end user of a subscription fee Orbitel may transfer phone calls according to the end user's order, so that:

**a)** the calls towards certain geographical Bulgarian phone number to be transferred towards up to two foreign phone numbers, or

**b)** the calls towards two certain geographical Bulgarian phone numbers to be transferred towards up to four foreign phone numbers.

**8.2.** The rules under items 7.1-7.4 shall not apply for the service under item 8.1.

**8.3.** End user of the service under item 8.1 may be only a natural person as the said service is meant only for meeting private communicational needs.

**8.4.** The transfer under item 8.1 is possible towards foreign phone numbers belonging to the list published on the site [www.bgnomer.com](http://www.bgnomer.com). Each of the foreign phone numbers towards which the transfer is being effected may be changed up to two times within a certain subscription period.

**8.5.** The end users shall be entitled to use free of charge the service under item 8.1 for a single test period with duration specified by Orbitel. The duration of the subscription period for the service under item 8.1 shall be 1 (one) month. The first subscription period shall begin as of the first date of the month, following the month of the free of charge test period expiration.

**8.6.** The end users shall pay subscription fee for the use of the service under 8.1 in advance before the beginning of the respective subscription period. The payments for the said service shall be made via credit and debit cards when payments through the use of other methods may be performed in case such possibility is explicitly stated on the site [www.bgnomer.com](http://www.bgnomer.com).

**8.7.** The end users shall initially pay the part of the subscription fee corresponding to the incomplete calendar month during which the free of charge test period under item 8.5. expires. Before the expiration of the said incomplete month the end user shall pay the subscription fee due for the first subscription period (the following calendar month).

**8.8.** The next subscription fee shall be automatically deducted from the end user's credit, resp. debit card as of the expiration of the respective subscription period. The rule under the preceding sentence shall not apply if until the expiration of the respective subscription period the end user has expressed his will in the manner cited on the site [www.bgnomer.com](http://www.bgnomer.com) in order the said deduction not to be made. In this case the provision of the service under item 8.1 shall be ceased with the expiration of the current subscription period and shall be restored with the payment of a subsequent subscription fee. In the event of service restoration the ordered Bulgarian phone numbers shall be preserved or changed depending on the existing possibility.

**8.9.** In case the automatic deduction under item 8.8 of a subsequent subscription fee turns to be impossible or the said fee is not paid in other manner, the provision of the service under item 8.1 shall be ceased until the payment of this subscription fee.

**8.10.** In case the provision of the service under item 8.1 is ceased as per items 8.8 or 8.9, the provision of the said service shall be restored in the event that together with the subsequent subscription fee the end user also pays the part of the subscription fee corresponding to the number of the days from the beginning of the current calendar month till the date of payment. Payments and service restoration under the previous sentence shall not be performed in case the provision of the service is terminated.

**8.11.** Orbitel shall be entitled to terminate the provision of the service under item 8.1 without owing refund of the prepaid subscription fees in case any of the following circumstances appears:

- a) the end user has provided false data at his registration for using the service;
- b) the end user provides against payment the use of the service to third party;
- c) during a certain subscription period the calls made via the service are with volume more than the maximum allowed minutes with country/ s, in accordance with the current list of the groups of countries, published on the web-site [www.bgnomer.com](http://www.bgnomer.com)
- d) in the course of/ or pertaining to the use of the service end user has committed actions that violate the rules of the law or the moral;
- e) end user has not paid subscription fee within one month.

**8.12.** Orbitel shall notify via e-mail the end users for the ceased or terminated provision of the service under item 8.1.

#### **IV. Financial Conditions**

**9.1.** The prices of the services shall be set by Orbitel according to 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 service use, 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 are as follows: price for opening a telephone post, monthly subscription price (subscription fee for the service under item 8.1), monthly lease price for provided equipment and price for making calls. In some cases defined in the present General Terms and/ or in the contract under item 3.1, end users shall owe a single fee for number/s portability, price for number/s portability within the same geographic district code and other one-time prices due for performing additional activities related to the use of the service (such as: access to the network, pre-configuration, etc.). The calls made between all numbers of Orbitel's numeration capacity may be free of charge, as far as and as long as this is provided in the tariff of Orbitel.

**9.4.** Orbitel provides free of charge information to the end users about the prices for the services and the tariff packages.

**9.5.** Orbitel shall have the right at any time to change the prices for the services by publishing information for each change in compliance with the Electronic Communications Act. In that case the end users shall have the right to unilaterally terminate the contract with a written notice addressed to Orbitel not later than five days as of entrance in to force of the change.

**9.6.** The price for opening a telephone post shall be payable during the month of concluding a contract for the service provision.

**9.7.** The monthly subscription price and the monthly lease price for provided equipment shall be payable during the current month of using the 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 service), the amount of the price shall be determined according to the continuation of the service use during the incomplete month on a 30-days month base.

**9.10.** For the due amounts Orbitel shall issue invoices to the end users - legal persons and sole traders, and to the end users beyond these categories an invoice shall be issued upon request.

**9.11.** The monthly subscription price, the monthly lease price for provided equipment and the price for making calls shall be due as of the date of issuance of the respective invoice

(date of the tax event) and the payment shall be made up to 15 (fifteen) days as of this date.

**9.12.** 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 respective service.

**9.13.** Orbitel shall provide to the end users free of charge detailed references and/or bills for the used service according to art.260 of the Electronic Communications Act.

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

## **V. Basic Rights and Obligations of Orbitel**

**10.1.** Orbitel shall be obliged to provide the services 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 services.

**10.3.** Orbitel shall be obliged to accomplish constantly observation of the services 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 the 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 service shall be restored. The credit limit shall be initiated towards such end users, about which could be made a grounded conjecture of the existence of risk for paying the price for the calls made. 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. The rules under this item 10.4 shall not apply towards the service under item 8.1.

**10.5.** Orbitel shall have the right to alter the numbers of an end user in case this alterations is as a result of alterations in the operative legislation, alterations of the Permit under item 1.1 or in case of technological necessity, caused by structural alterations in Orbitel's network. The alteration of the numbers shall be performed after an advance 30-day written notification of the affected end user.

**10.6.** In case of necessity of conducting planned or incidental preventing checks 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 the services. The rule under the previous sentence applies also in case the transmission environment for the provision of the service is provided and maintained by the name of the end user at his expense.

**10.7.** Orbitel shall notify in appropriate way the end users affected by the planned preventing checks, repairs or actions for network development when it is expected that these activities may lead to interruption or aggravated quality of the service as well as for the expected duration of the interruption or aggravated quality of the service. The notification shall be made not later than 24 hours before the conduct of the respective actions.

**10.8.** Orbitel shall be obliged to ensure and keep the secret of the messages, transferred through the use of the services. As per the legal conditions and procedures Orbitel shall

provide the eligible cooperation to the competent state authorities, including by providing the possibility to make observation under the use of the services by certain end users.

**10.9.** In case Orbitel requires access to end users premises in order to perform activities regarding the services provision, the end users shall be notified by Orbitel in advance for the required access and the notification shall be made in writing.

**10.10.** 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 use of the services as well as in connection with the conditions for their use.

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

**10.12.** 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.

**10.13.** Orbitel shall be entitled to prepare and publish a written edition of a telephone directory in a certain circulation as well as to maintain current telephone directory in an electronic form.

**10.14.** Before the publication of a telephone directory under item 10.13, Orbitel shall free of charge and in advance notify the end users for:

**10.14.1.** the purpose of the telephone directory;

**10.14.2.** the possibility and the conditions under which end users' data may be included in the telephone directory in case of their explicit consent;

**10.14.3.** the circumstance that the information included in the telephone directory shall be used for the provision of a telephone reference service;

**10.14.4.** every possibility for the end users to find the name and address of the subscribers only via their telephone number search in the telephone directory in an electronic form;

**10.14.5.** after the receipt of the explicit consent of the end users, their data may be provided to other undertakings, which prepare and publish telephone directories or provide telephone reference services.

**10.15.** The written edition of the telephone directory as well as the telephone directory in the electronic form, prepared and published as per item 10.13, shall contain information for the telephone numbers and other data of the end users which have expressed their explicit consent for their inclusion in the telephone directory.

**10.16.** Orbitel shall be obliged to include in the telephone directories free of charge the name (company), address and telephone number of the end user.

**10.17.** In the telephone directories additional data may be also included in case the end user has requested this and the entry of these data may be done against payment.

**10.18.** Orbitel shall be entitled after an advance written notification of the interested parties to erase or to refuse the entry in the telephone directories of information that is evidently incorrect.

**10.19.** Orbitel shall not be liable for errors or inaccuracy data published in the telephone directories due to false or untrue end users data basis provided to Orbitel by third party - public telecommunication operator.

**10.20.** In case of errors or inaccuracy data of end users in a published written telephone directory, Orbitel shall clear them when publishing new or renewal of the existing written edition of a telephone directory, which of the two circumstances happens first.

**10.21.** In case of errors or inaccuracy data of end users in a published telephone directory in an electronic form, Orbitel shall clear them within 10 days as of their establishment or as of receiving a written notification for the presence of errors or inaccuracies.

**10.22.** In case of publishing telephone directories in electronic form used via Internet or other network Orbitel shall be obliged to give reference for certain telephone number only in case complete and correct minimum range of data has been submitted and as long as

these data are not limited upon the end user's request according to items 11.10 and 11.11. The minimum range of data includes name (personal and family name) or company and address of the end user and reference may be given upon part of the address or upon settlement if stated. The provision of data for the end user only upon telephone number is not allowed.

**10.23.** Renewal of the telephone directory in electronic form shall be performed by Orbitel upon its initiative or upon written request by an end user or third party - public telecommunication operator providing data basis for its end users for the needs of the respective telephone directory. In case of written request by an end user or third party - public telecommunication operator the requested change shall be made within 10 days as of the receipt of the request.

**10.24.** According to Section VIII of the present General Terms, Orbitel shall ensure the right of the end user to keep its number in case of changing the fixed telephone service supplier, resp. in case of change of the address within the one and the same geographic national district code.

**10.25.** Orbitel shall ensure equal rights to its end users and the end users which executed or have expressed their will to execute the right for number portability as per Section VIII of the present General Terms.

## **VI. Basic Rights and Obligations of the End Users**

**11.1.** The end users shall have the right to use the services 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 services 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 services 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 services use.

**11.5.** The end users shall have the right to inform Orbitel for established problems related to the use of the services.

**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 services.

**11.7.** The end users shall not have the right to provide the services to third parties against payment, nor to provide other services, related to the numbers provided by Orbitel, without Orbitel's advance written permission.

**11.8.** The end users shall be obliged to secure access to Orbitel to their premises in order to perform activities regarding the maintenance of the provided services. The access shall be secured on condition that Orbitel has fulfilled its obligation under item 9.9.

**11.9.** 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 services.

**11.10.** The end users shall have the right to express their willingness for inclusion of part or all data under item 10.16 in a telephone directory published by Orbitel or third party - public telecommunication operator without payment for this.

**11.11.** The end users shall be entitled to request the complete or partial erasure or to request a change of data under item 10.16 entered in telephone directory without payment for this. The complete or partial erasure or the change of data under item 10.17 entered in telephone directory may be done against payment. The data shall be erased or changed in

case of publishing new or renewal of an existing written telephone directory, which of the two circumstances happens first. The erasure or the change in the telephone directory in electronic form shall be done within 10 days as of the receipt of the request for this.

**11.12.** The end users shall have the right to request inclusion in the telephone directory of additional data of third parties using jointly the subscription line in case the latter have given their advance written permission for this. The entry of these data may be done against payment.

**11.13.** The end users shall have the right to request the inclusion in telephone directory of data that they initially have refused to be included as well as data that has been erased from the telephone directory upon the request of the end users. In case the request is related to data under item 10.16 the entry shall be done free of charge. In case the request is related to data under item 10.17 or 11.12 the entry may be done against payment.

**11.14.** Upon an explicit agreement by the end users part or all of their data shall be provided through telephone information services without payment by the end users for this. The data of the end users include name (personal, surname and family name) or company, address and number of the end user. Regarding the end users - legal persons, using more than one number, only the numbers that the end user has indicated for inclusion in the telephone information service shall be provided.

**11.15.** The statements of the end users connected to their right under items 11.10 - 11.14 shall be done in writing.

**11.16.** In case that the transmission environment for the provision of the service is provided and maintained by the name of the end user at his expense, the selfsame is obliged to ensure the uninterrupted and precise functioning of the transmission environment.

**11.17.** With regard to the ensured free of charge access to the services for emergency calls, the end users shall be obliged to inform Orbitel in case they change the address from where the service is being used. Orbitel shall not be liable for the consequences related to the ensured access to the services for emergency calls in case the end users had not fulfilled their obligation under the preceding sentence.

**11.18.** The end users shall be entitled to port geographic numbers in compliance with the rules and conditions set forth in Section VIII of the present General Terms.

**11.19.** The end users shall be entitled to keep their number/s in case of change of their address within the same geographic national district code as per the requirements of Section VIII of the present General Terms.

## **VII. Responsibilities**

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

**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 7.2.4 and that causes interruption of service, different from the service under item 8.1, the respective end user shall be entitled to penalty, as follows:

**12.3.1.** in case the interruption lasted from two to ten full days - 25% (twenty-five per cent) of the monthly subscription price;

**12.3.2.** in case the interruption lasted from eleven to twenty full days – 75% (seventy-five per cent) of the monthly subscription price;

**12.3.3.** in case the interruption lasted more than twenty days – 100% (hundred per cent) of the monthly subscription price.

**12.4.** In case Orbitel fails to observe the term for providing the service item 7.3, the respective end user shall be entitled to penalty to the amount of 1% (one per cent) of the price for connecting to Orbitel's network for each day of delay.

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

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

**12.7.** Orbitel shall not be liable for service interruption or aggravated quality of the service in case that these circumstances are due to the transmission environment provided and maintained by the name of the end user at its expense as well as in case that the transmission environment is provided by a third party.

## **VIII. Procedure for Geographic Numbers Portability**

### **A. General Provisions**

**13.1.** The procedure for geographic numbers portability contains the rules for providing the geographic numbers portability within one national district code (NDC) from the donating network to the recipient network, resp. the rules for geographic number portability in case of change of the address within one geographic national district code.

**13.2.** The procedure for geographic numbers portability within fixed networks includes all stages of the process from the moment when the end user submits the application for number/s portability to the donor up to the moment when the end users already has a customer account at the recipient provider, the number is not active at the donating provider and all procedures necessary for porting the number from the donating provider to the recipient provider have been performed.

**13.3.** The term for portability implementation shall be no longer than 25 (twenty-five) working days for porting groups of numbers and no longer than 15 (fifteen) working days for porting single numbers counted from the date the portability certificate is submitted to the recipient provider and shall include a "portability window" no longer than 8 hours within the working day. The number/s have to be ported on the date agreed between the donating and the recipient provider within 09:00 – 17:00 every working day. The term may be prolonged with the time counted from a technical problem appearance (System down) until the technical problem removal (System up). In case of a delay because of technical problems due to temporary cease of the donating or the recipient provider's network that is serving the numbers portability process, the recipient and the donating providers shall define a new date for portability for which the recipient provider shall inform the end user.

### **B. Portability of Geographic Numbers from Orbitel's Network to the Network of Another Provider**

**14.1.** The procedure for number portability from Orbitel's network to the network of another provider starts with a written application after the pattern of Orbitel submitted by the respective end user to Orbitel in its capacity of donating provider. The pattern of the application for geographic number portability may be found in every office of Orbitel as well as on the web site of the company.

**14.2.** The end user shall pay a single fee to the amount of 5 (five) BGN, VAT inclusive, for every number which is included in the application under item 14.1. The single fee shall be

payable with the submission of the application under item 14.1. The fee under this item shall not be refunded.

**14.3.** The application under item 14.1. shall include:

**14.3.1.** End user's data – name of the natural person and Personal ID number, respectively name of the legal entity and UIC/BULSTAT number as well as phone number for contact with the end user;

**14.3.2.** Number/s or group of numbers for which the application for portability is being submitted;

**14.3.3.** Possibility for the end user to define the number of the portability certificates that have to be issued – the applicant defines the number of the certificates and the numbers which have to be included in every certificate;

**14.3.4.** Date and exact hour of submitting the application;

**14.3.5.** Declaration from the end user that the data stated in the application is true.

**14.4.** All numbers in the application have to be within the Orbitel's network in its capacity of donating provider.

**14.5.** There is no limitation of the amount of the numbers that may be included in the application. **14.6.** All numbers in the application have to be from one and the same type – pre-paid or used on a subscription basis.

**14.7.** The application for number/s portability has to be submitted in person by the end user – natural person, respectively by a legal representative of the end user – legal entity or by a proxy of the respective end user with a notary certified power of attorney.

**14.7.1.** The application for number/s portability shall be submitted in Orbitel's office every working day 10.00 to 17.00 from Monday to Friday. Applications sent via registered mail, fax or e-mail shall not be accepted.

**14.7.2.** When submitting the application for number/s portability the end user has to provide for examination the following documents:

**14.7.2.1.** for end user – natural person: identification document or authorization documents (notary certified power of attorney and identification document of the proxy);

**14.7.2.2.** for end user – sole trader or legal entity: certificate for actual commercial registration (in case the person is not re-registered), copy of BULSTAT card/UIC number, identification document of the legal representative, respectively notary certified power of attorney, issued by the legal representative as well as identification document of the proxy;

**14.7.3.** Orbitel shall attest in a proper way the submission of the application.

**14.8.** When submitting the application for number/s portability the end users has also to submit a notice for terminating the relations with Orbitel regarding the numbers stated in the application.

**14.8.1.** In case the end user has submitted an application for portability of all the numbers provided by Orbitel for the use of the service, the contractual relations between Orbitel and the end user shall be terminated with the deactivation of the access to the Orbitel's network in its capacity of a donating provider.

**14.8.2.** In case the end user has submitted an application for portability of part of the numbers provided by Orbitel for the use of the service, the contractual relations between Orbitel and the end user shall not be terminated with regard to the numbers remaining in the Orbitel's network. The relations between the parties shall be terminated with regard to the ported numbers with the deactivation of the access to the Orbitel's network in its capacity of a donating provider when the contractual obligations between the parties shall continue with regard to the use of the service from the number/s, remaining in Orbitel's network.

**14.8.3.** In case the service is part of a complex service (including two or more additional services, provided to the end user by Orbitel):

**14.8.3.1.** If the end user applies the portability of all the numbers provided by Orbitel, the contractual relations between the parties shall be terminated with the deactivation of the

access to the Orbitel's network in its capacity of a donating provider. In case the end user requests so, a new contract for the remaining services shall be concluded;

**14.8.3.2.** If the end user applies the portability of part of the numbers provided by Orbitel, the contractual relations between the parties shall be terminated only with regard to the deactivation of the access to the Orbitel's network in its capacity of a donating provider. The contractual relations between the parties with regard to the use of the service from the number/s remaining in Orbitel's network shall continue as well as the usage of the additional services.

**14.9.** Towards the date of submission of the application for number/s portability the end user has to have used the respective number/s for a period not shorter than 3 (three) months. With regard to the end user that uses a pre-paid service it shall be considered that the requirement under the preceding sentence is fulfilled if after the activation of the initial package the end user has activated an additional sum which total amount is not less than 10 (ten) BGN towards the moment of the submission of the application.

**14.10.1.** All current obligations of the end user related to the service used through the ported number/s as well as the obligations for the use of other packet services related to the ported number/s have to be paid towards the date of submission of the application for number/s portability. The obligations subject to this item are those obligations that are exigible before the date of submitting the application.

**14.10.2.** Obligations related to paying amounts due for terminating the contract before the expiration of its initial term and/or equipment lease installments shall be paid towards the date of terminating the contractual obligations with Orbitel, resp. the date of deactivation of the access of the ported number/s to the Orbitel's network.

**14.10.3.** The end user has to pay Orbitel all amounts related to the ported number/s and the service used through them as well as the amounts due for the use of other packet services related to the ported number/s which amounts have become due and payable after the date of submitting the application for number/s portability until the termination of the contractual relations between the parties.

**14.11.** When submitting the application the end user shall be informed about the following:

**14.11.1.** The payment of the single fee to the amount of 5 (five) BGN, VAT inclusive, for every applied number;

**14.11.2.** The whole prepaid sum may not be used due to the portability of the numbers – for end users using pre-paid service;

**14.11.3.** With the recipient provider the end user may keep or change the type of its account – subscription or prepaid service according to the commercial politics of the recipient provider and by the decision of the recipient provider;

**14.11.4.** After the number/s portability the use of the additional services used by the end user may not be possible;

**14.11.5.** The necessity for pre-configuration of the ported number/s, against payment of the respective fee.

**14.12.** Orbitel shall issue number/s portability certificate on paper within 2 (two) working days as of the submission of the application. The certificate is valid for 30 (thirty) days ad of the date of its issuance.

**14.12.1.** In case more numbers are applied to be ported, Orbitel shall issue separate portability certificates for every single number, or separate portability certificates for particular numbers given by the end user, or one certificate for all numbers – depending on the request of the end user stated in the application for portability.

**14.12.2.** The term under item τ.14.12. for issuing the portability certificate may be extended with up to 2 (two) working days due to the technical reasons under item 14.13.1 when an additional pre-configuration is needed.

**14.13.** Numbers portability shall be declined with motivation by Orbitel and a portability certificate shall not be issued in case:

**14.13.1.** The number:

**14.13.1.1.** does not exist or is not being used by the applicant;

**14.13.1.2.** is not from the numbers range which is served by Orbitel;

**14.13.1.3.** is part of a short number;

**14.13.1.4.** is a primary number from a series of individual numbers and the end user has not applied for its re-configuration, except when it shall be ported together with the whole series;

**14.13.1.5.** is part of a block of primary/group number and the end user has not applied for its re-configuration, except when the whole block/group shall be ported;

**14.13.1.6.** is member of a Centrex service and the end user has not applied for its re-configuration;

**14.13.1.7.** is with a specific analysis and the end user has not applied for its re-configuration;

**14.13.1.8.** is not subject to portability as per the Functional specifications for geographic numbers portability (approved with Decision № 2193 as of 23.10.2008 Of CRC and promulgated in State Gazette № 96 as of 07.11.2008);

**14.13.2.** The Number is not active.

**14.13.3.** In case of portability of block of numbers from PBX with an automatic entrance when the block is beyond its own numbers;

**14.13.4.** The end user is not competent and is not duly authorized by a third party;

**14.13.5.** The application is submitted by a third party that is not authorized as stated in item 14.7;

**14.13.6.** Orbitel has already receive a valid application for portability of the same number and the procedure under this application has not been finished or there is a valid portability certificate issued for the same number;

**14.13.7.** The end user has non-fulfilled obligations to Orbitel according to item 14.10.1 and/or 14.10.2;

**14.13.8.** The end user has not paid the single fee for numbers portability under item 14.2 and/or a price due for re-configuration when such re-configuration is needed;

**14.13.9.** In case towards the date of submitting the application: the end user has used the service for a period less than 3 (three) months or after the initial activation of a pre-paid service the end user has not activated an additional sum amounting to more than 10 (ten) BGN.

**14.14.** In the circumstances under items 14.13.4., 14.13.5, 14.13.7 and 14.3.8 the application shall not be examined until the defect is removed when the cease of the procedure shall not be for more than 30 days. In case the defects are not removed within the said term, the procedure shall be terminated. In the other circumstances beyond these under item 14.12.2, the procedure for examining the application shall be terminated with a refusal a portability certificate to be issued or with the withdrawal of the application by the end user.

**14.15.** In the circumstances under items 14.13.1.4 – 14.13.1.7 the application for re-configuration has to be submitted by the end user at the Orbitel's office in which the application for portability has been submitted when both applications may be submitted at the same time. When an application for re-configuration is submitted, the requirements of item 14.7 have to be observed.

**14.16.** In case the applied re-configuration under item 14.15. does not allow the implementation of the portability, the application for portability shall not be examined until the removal of the defects when the cease of the procedure may last for not more than 30 days. In case within the said term the defects are not removed, the procedure shall be terminated.

**14.17.** In case of refusal for issuance of a portability certificate, it shall be considered that the notice for termination of the written contract submitted under item 14.8 is also withdrawn.

**14.18.** In case Orbitel has refused to issue a portability certificate, the application for portability may be submitted again when the reasons for the refusal are removed.

**14.19.** When an application for portability of more numbers is submitted, the end user states how much portability certificates and for which numbers have to be issued, namely: one certificate for every single number, or separate certificates for particular numbers stated by the end user, or one certificate for all numbers. Orbitel shall issue the respectively stated number of certificates.

**14.20.** In case the portability certificate is not used within the term of its validity and in the said term an application for portability is not submitted to a recipient provider, the end user shall have the right to submit a new application for issuance of a portability certificate for the number/s provided by Orbitel.

**14.21.** In case the end user requests the issuance of a duplicate of the portability certificate, the duplicate may be issued against payment.

**14.22.** The end user may withdraw its application submitted to a recipient provider until the date of the implementation of the applied number/s portability. The portability procedure shall be terminated with the application withdrawal when in this case the end user shall have the right to withdraw its notice for termination of the contractual relations with Orbitel. When the application submitted to a recipient provider is withdrawn, the single fee for number/s portability under item 13.5 shall not be refunded.

### **C. Portability of Geographic Numbers in Orbitel's Network from the Network of Another Provider**

**15.1.** The end user that requests its number/s to be ported in the network of Orbitel has to provide personally or through a proxy an original and valid portability certificate issued by the donating provider. In case the certificate is submitted by a proxy of the end user, the proxy has to be duly authorised as per item 14.7. Orbitel shall keep the submitted portability certificate.

**15.2.** Together with the submission of the certificate under item 15.1., the end user shall submit to Orbitel an application for number/s portability. The application for number/s portability may be submitted in Orbitel's office every working day from 10.00 to 17.00 from Monday to Friday. Applications send via the post mail, fax or e-mail shall not be accepted.

**15.3.** Orbitel may refuse the number/s portability on its network in the following circumstances:

**15.3.1.** The portability certificate is not issued on the same of the end user that applies the number/s portability and/or the certificate is not for the number/s stated in the application for portability under 15.2;

**15.3.2.** The term of validity of the portability certificate has expired or the end user has not submitted the original copy of the certificate;

**15.3.3.** The numbers stated in the application for portability are part of a portability procedure to another provider;

**15.3.4.** In case the application for portability is for inactive number;

**15.3.5.** The number/s stated in the application for portability are after a national district code (NDC) where Orbitel does not have initially provided numbers;

**15.3.6.** In case of any other reasons effecting Orbitel's possibility to provide the service;

**15.3.7.** In case of technical impossibility the service to be provided to the address stated in the application for portability.

**15.4.** Until the expiration of the validity term of the portability certificate issued by the donating provider to the end user, the latter has to submit an application to Orbitel for

porting number/s in Orbitel's network. The expiration of the validity term of the portability certificate after the moment of submitting the application to Orbitel shall not prevent the finalization of the portability process.

**15.5.** Towards the moment of submitting the application for number/s portability, Orbitel shall notify the end user for the presence of all refusal circumstances except the ones under items 15.3.4 and 15.3.7 if these other reasons are related to any activities (checks, examinations) that have to be performed by Orbitel and that objectively can not be done towards the moment the application is submitted.

**15.6.** In case there are no refusal circumstances towards the moment of the submission of the application for number/s portability, Orbitel shall conclude a contract with the end user for providing the service and the contract shall enter into force as of the date of its undersigning. The end user shall be entitled to use to service as of the date the ported number/s are activated in Orbitel's network or later in case with regard to the use of the service any additional activities have to be performed (beyond the number/s portability). The contract shall be terminated in case within the period from entering into force of the contract to the initial date of using the service by the end user any refusal circumstances for number/s portability appear which have not been known towards the date of concluding the contract.

**15.7.** Orbitel shall inform the end user for:

**15.7.1.** the terms and conditions for the implementation of number/s portability;

**15.7.2.** circumstances for number/s portability refusal;

**15.7.3.** reasons for number/s portability delay and its implementation after the defined portability date as well as for defining the new date for portability;

**15.7.4.** the "window portability" and the impossibility for access to the network within that period;

**15.7.5.** possibility for aggravated quality of the service during the day of portability implementation.

**15.8.** The end user may withdraw its application to Orbitel for number/s portability until the date of the portability implementation. The portability procedure and the written contract for the service concluded between the parties shall be terminated with the withdrawal of the application.

**15.9.** After the portability implementation the relations between the end user and Orbitel shall be settled according to the present General Terms and the written contract for the service under item 3.1. concluded by the parties.

**15.10.** Upon a request by the donating provider, Orbitel shall have the right to apply restrictions for using the service by the end user in case the end user has not paid any of its obligation to the donating provider within 60 (sixty) days as of the donating provider has issued the first unpaid invoice. The cease of the access of the end user to the Orbitel's network shall be performed within 1 (one) working day as of the request of the donating provider has been sent and the access shall be restored within 1 (one) working day as of the receipt of the notification sent by the donating provider that the delayed amount is paid. Orbitel shall inform the end user in a proper manner that its access to the network shall be stopped due to unpaid amounts to the donating provider. The prices and fees prepaid by the end user related to the period during which the use of the service has been restricted shall not be refunded.

**15.11.** Orbitel shall notify its end users in case of origination of phone calls towards numbers which were originally provided to Orbitel's national numbering plan and afterwards were ported in the network of another provider. In this case the provider under the preceding sentence shall provide two alternatives to the end user: to make or to terminate the call. This service may be deactivated upon the end user's request.

**15.12.** The notification for the numbers portability as per item 15.11 shall be made through a sound signal with 3 (three) seconds continuation.

## **D. Portability of Geographic Number In case of Change of the Address within One Geographic National District Code**

**16.1.** End user which uses Orbitel's number may port the number in case of change of the address of service use if the new address is in the same geographic national district code.

**16.2.** In case of address change and in order to port the number, the end user has to submit a written application to Orbitel. Based on the application the parties shall undersign an explicit annex to the contract establishing the address where the number has to be ported.

**16.3.** With a view to the activation of the service to the new address of the end user the terms and conditions for the initial provision of the service as per item 7.3 and the following it provisions shall apply.

**16.4.** Цената за пренасянето на номер/а в рамките на същия географски код за направление се определя в анекса по т.16.2.

## **E. Interpreting Provisions**

**17.** Within the meaning of the present Section VIII:

**17.1.** „Block of directly dialled numbers/block of numbers“ is a group of 10, 100 or 1000 consecutive numbers within one PBX when the the first number is ending with 0, 00 or 000.

**17.2.** „Geographic number/number“ is a number within the meaning of §1, item 6 of the Additional provision of the Electronic Communications Act.

**17.3.** „Donating network“ is the network from which the number is ported. It may be or may be not the network of the Number range owner;

**17.4.** „Donating provider, donor or the undertaking of the donating network“ is the provider from whose network the geographic number or the group of geographic numbers is ported in another network;

**17.5.** „Portability domain“ are the networks of the public fixed telephone service providers in which the portability is being implemented;

**17.6.** „Provider“ is an undertaking, providing public fixed telephone service;

**17.7.** „Number range owner“ is the undertaking to which CRC has assigned numbers form the National Numbering Plan a part of which is the ported number or the ported group of numbers;

**17.8.** „Number range owner's Network“ is the network of the provider to which CRC has assigned numbers from the National Numbering Plan a part of which is the ported number or the ported group of numbers;

**17.9.** „Orbitel's network“ is the public electronic communication network of Orbitel through which the company provides fixed telephone service to end users;

**17.10.** „Inactive number“ is a geographic number the use of which has been terminated or limited;

**17.11.** „Number with specific analysis“ is a number used for services through an intelligent platform and its portability is connected with re-configuration;

**17.12.** „Technical problem removal“ (System up) is a restoration of the the donating or the recipient network's serving systems after the appearance of a technical problem;

**17.13.** „Number portability“ is a process that allows the end users of the undertakings – providers of fixed telephone service to keep their numbers when changing the provider of the fixed telephone service within the same geographic code or returning the number to the

Number range owner's network as well as the possibility of the end users to keep the provided number when changing the address within one geographic National district code;

**17.14.** "Ported number" is a geographic number through which access to fixed telephone service is provided which number has been ported from the network of one provider to the network of other provider from the Portability domain;

**17.15.** „Recipient network" is the network that receives the number during the portability process. This is the network providing the services and serving the respective end user after the portability process is completed;

**17.16.** „Recipient provider" is the provider in which network the geographic number is ported;

**17.17.** „Window Portability" is a defined period of time within the number portability process, namely: from the moment of activation of end user's access to the recipient network till the moment of deactivation of the end user's access to the donating network and updating the data base of all the undertakings with the routing number towards the recipient provider;

**17.18.** „Working day" is every day within the working hours if the trade offices of the donating or the recipient provider, respectively their authorized distributors or trade agents;

**17.19.** „Technical problem" (System down) is the period of time during which a system of the donating or the recipient provider that is serving the numbers portability has stopped.

## **IX. Complaints, Requests and Proposals. Disputes**

**18.1.** Every end user shall have the right to make complaints, requests and proposals to Orbitel in connection to the services provided by the latter.

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

**18.3.** Orbitel holds registers 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 registers for at least 24 months.

**18.4.** The dispute of a price due by an end user shall not release the selfsame of the 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.

**19.** 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.

## **X. Concluding Provisions**

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

**20.2.** 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.

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

**21.2.** 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.

**22.** 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**