

## GEOCELL LLC SUBSCRIBER AGREEMENT

Geocell LLC having the identification code: 203841940, legal address: 3 Gotua street, Tbilisi (hereinafter referred to as Geocell) and a person, which data are referred to on the relevant page in this Agreement and/or in the Annex (hereinafter referred to as the Subscriber) do hereby enter into this Agreement (the Agreement) as free and voluntary act and deed on the following:

### 1. Definitions:

Unless otherwise specified in the Agreement, or otherwise required by the context, the following terms and expressions in the Agreement shall have the following meanings:

1.1. **Subscriber/Customer** - the physical person(s), legal person(s), the state agency (-ies), legal entity (-ies) of public law, non-entrepreneurial (non-commercial) legal entity (-ies) and/or other organizational unit(s) (which represents the end user and which is prohibited from for subsequent resale and/or otherwise provision of the Service to Third Parties), which name, identification data and other information are specified in the Agreement.

1.2. **Geocell Subscriber** - a Subscriber using Geocell's advance and/or credit payment system.

1.3. **Lai-Lai Subscriber** - a Subscriber using Geocell's prepayment system.

1.4. **Subscriber's Data** - a personal number and/or company's identification number, subscriber's number and/or any other Customer related data.

1.5. **Subscriber Fee** - the monthly fee set out by Geocell for the right to receive the Service.

1.6. **Person** - the individual(s), legal entity (-ies), nonresident persons and/or other organizational unit as provided by the Legislation of Georgia or other countries.

1.7. **Third Party** - any person other than the Subscriber and/or Geocell.

1.8. **Party/Parties** - the Subscriber and/or Geocell, as the context requires.

1.9. **Personal Information** - given name, surname of the Subscriber, company name, address, requisites, identity of the authorized person(s), information about the place(s) of delivery of the service, type(s) of the service, date, amount, fee for the services rendered, as well as, any information regarding fees paid/payable by the subscriber, traffic, rendered service (any data preserved in billing or other system about service, starting of the call/calling, which among others is connected with call(s)/service commutation, redirection, call(s) duration, location of the facility through which service is received) and/or other information/data that is in connection with identified/identifiable person.

1.10. **Electronic communication services** - the services provided by Geocell to a Customer by local, international, long distance, mobile communication and the Internet.

1.11. **Advanced electronic communication service/value added service** - the service offered by Geocell to the customer other than the basic services.

1.12. **Service** - electronic communications service defined by the Agreement and/or Annex(es) thereof (if applicable) or/and received/receivable by the Subscriber from Geocell.

1.13. **Service Tariffs and/or Tariff Plan and/or Special Offer** - a concrete Service tariff/plan/special offer (which includes, without limitation, the Service(s) charge/fee, terms and services thereof). The detailed list/description of the Tariff Plan *inter alia* is provided/available in Geocell service offices, the website [www.geocell.ge](http://www.geocell.ge) and/or the relevant Annex to the Agreement.

1.14. **Service charge/fee** is the cost of the Service defined in this Agreement, which without limitation implies and is not limited to the amounts the Subscriber shall pay to Geocell for the received/receivable Service.

1.15. **Billing Information** - the data of the Service provided by Geocell to the Subscriber or of the volume of relevant components (traffic) of the Geocell network and their operational resources in a given period, which are provided by Geocell to the Subscriber for a payment.

1.16. **Invoice** - the invoice in the form provided by the Agreement issued by the service provider to the Customer in the last reporting month/billing period, as well as the cost of the service provided by it or/and other service provider in the non-billing period (including the Subscriber Fee, per minute service fee and/or other services rendered), specifying the payment terms and bank account (s).

1.17. **Billing Period** - a calendar month.

1.18. **Non-billing period** - any period other than the Billing Period.

1.19. **Detailed billing report** - the type, tariff, date, time of delivery, length of time of the service, outgoing/incoming calls of the ongoing Billing Period.

1.20. **Facilities** - the facilities transferred/to be transferred by Geocell to the Subscriber's temporary use for receiving the Service and/or the facilities owned/possessed by the Subscriber which are used for receiving the Service, including a cell phone, mobile tablet, mobile internet modem, etc.

1.21. **SIM Card** - a personal identification card issued by Geocell to the Subscriber under the Agreement in which the Number is stored/contained, which provides the connection of the Subscriber's Facilities to the Geocell's network and which is used by the Subscriber to receive the Service.

- 1.22. **Legislation** - the applicable legislative and normative acts of Georgia and the international treaties and agreements within the system of the normative acts of Georgia.
- 1.23. **Regulation** - the Regulation On Delivery of Services in the Electronic Communications Sector and the Consumer Rights Protection (Resolution # 3 of the Georgian National Communications Commission, 17.03.2006).
- 1.24. **Commission** - the Georgian National Communications Commission.
- 1.25. **Business Day** - a day other than a Saturday, Sunday or the official holidays provided by the Legislation.
- 1.26. **Annex(es)** - unless otherwise expressly provided by the Agreement, the Annex(es) to this Agreement (including the Delivery-Acceptance Certificate(s), Change in Service forms, service activation/deactivation forms and the like, if any), which is/are the integral part of the Agreement and in effect together with it.
- 1.27. **Special offer** - a temporary change by Geocell of the Service cost and/or Service terms/properties within and/or during such Special offer(s).
- 1.28. **Special offer use/activation fee** - the one-time or/and daily, weekly, monthly fee (if any) imposed by Geocell for the Special offer use/activation, which will be charged on the Subscriber's Number account upon the Special Offer activation and/or for the term established by the Special Offer. The charge of Special Offer use/activation fee does not depend on: a) the Subscriber's right to terminate the use of the Special Offer early; b) the Subscriber's right to actually use the Special Offer.
- 1.29. **Inappropriate products** - pornography transmitted via electronic communications, other products reflecting hatred and violence in particular severe forms, defaming, insulting personal life, violating the presumption of innocence, inaccurate data, transmitted with violation of the copyright and the laws of Georgia.
- 1.30. **Data processing** - operation performed in relation to the data by automated, semi-automatic or non-automatic means, in particular collection, recording, photographing, audio recording, video recording, organization, storage, alteration, restoration, request for access to, use or disclosure by way of data transmission, dissemination or otherwise making them available, grouping or combination, blocking, deletion, or destruction;
- 1.31. **Consent** - a voluntary consent of a data subject (subscriber), after receipt of the respective information, on his/her personal data processing for specific purposes, including on the transfer of information to the third parties, expressed orally, through telecommunication or other appropriate means, including those stipulated in the article 13 of this Agreement, which enables clearly establishing the will of the data subject;
- 1.32. **Penalty** - the sum payable for the non-performance or improper performance of the Party of its financial and/or other obligations (including in the set term) under the Agreement and/or Annex(es) thereto (if any), the amount and terms of payment of which are determined by the Agreement.
- 1.33. **Demarcation point** - the point where the responsibility of Geocell and the Subscriber is divided. The Customer is responsible for any damage caused by him, which originates from the failure of the facilities owned/possessed by the Subscriber.
- 1.34. **Traffic** - the total load of the operator's network components and facilities in the time interval.
- 1.35. **Traffic information** - the data processed in electronic communication network to transmit a message or an invoice on the traffic (they refer to the terms, volumes, used networks and technical details).
- 1.36. **Security codes** - the user's login, password, PIN/PUK codes and so forth.
- 1.37. **Fraud** - receiving the Service illegally, free of charge and/or at a reduced price and/or with violation of the terms and conditions of the Agreement (its Annexes) in order to evade the payment of the charged Cost of Service.
- 1.38. **Number(s)** - particular telephone number(s) transferred to the Subscriber and chosen by the Subscriber from the free numbering resource owned by Geocell under the Agreement and during its term, and/or the numbers owned by the Subscriber (in case of a ported subscriber and/or in other case).
- 1.39. "SIM Boxing" - converting international calls to local calls via device in which there are SIM cards.

## 2. Subject of Agreement

- 2.1. Under the terms of the Agreement, Geocell will give to the Subscriber a SIM card with the programmed Number thereon and will ensure its connection to the Geocell mobile network for receiving the Service, while the Subscriber under the Agreement will pay the Fee for the Service provided and may use the relevant Service.
- 2.2. The Subscriber chooses the desirable Special Offer, Service Tariff and/or Tariff Plan as well as the billing and payment method, which will be activated along with the activation of the Number;
- 2.3. The initial activation of the Number to the Geocell Subscriber will take place within three (3) working hours after the signing of this Agreement by the Parties.
- 2.4. The initial activation of the Number to Lai-Lai Subscriber will take place when the Subscriber pays a minimum advance sum to the Number account or/and upon the performance of the Special Offer terms (including upon the dialing of the code consisting special characters and/or digits defined by the Special Offer).

2.5. Standard Tariffs: SIM card price for a Geocell Subscriber - 5 GEL, for a Lai Lai Subscribers – 2 GEL; the cost of a call made from Geocell/Lai Lai Number to any other local network - GEL 0.24 per minute; the cost of a SMS sent inside Georgia - 0.06 GEL. The tariffs are inclusive of taxes;

2.6. If agreed by the Parties, it is possible to define in detail/individually the Service providing terms through the conclusion of Annex (es).

### **3. Rights and Obligations of Parties:**

3.1. Under this Agreement, Geocell shall connect the Subscriber to the Geocell mobile network to provide the Services of the said mobile network within the coverage area thereof. The information on the Geocell mobile network coverage area is available and updated periodically on the Geocell website [www.geocell.ge](http://www.geocell.ge).

3.2. The Subscriber, in turn, shall choose the desirable Tariff Plan and/or Special Offer (package) in accordance with the terms and conditions of the Agreement.

3.3. Geocell will ensure providing the quality Service to the Subscriber as well as the adequacy of the offered Services with the received one. Otherwise Geocell will take appropriate measures for timely, proper and full elimination of a non-compliance.

3.4. The Subscriber is obliged to pay the Service Fee through payment of the sum at the Geocell customer service centers as well as with a card (the so-called Scratch Cards, and/or by other alternative means of payment.

3.5. The Subscriber shall ensure depositing at least one (1) GEL to the Number account, and subsequently top up the Number account with one GEL multiple sum (referrers to Lai Lai Subscribers only).

3.6. The Subscriber shall ensure depositing of the first minimum amount of five (5) GEL to the Number account activated under the standard terms. In all other cases, the Number account/balance can be topped up with any amount, depending on the means of payment. Lifting of Service restriction requires the availability of at least five (5) GEL on the Number account balance (refers to Geocell Subscriber only).

3.7. Geocell may define specific terms and conditions for any concrete kind of the Service, which are in line with the applicable legislation as well as to determine one and/or several forms of notifications specified by the Regulation, which will be used for the Subscriber's effective notification.

3.8. Geocell shall notify the Subscriber periodically by means of SMS or other communication about the Service-related news/activities.

3.9. In the case the Subscriber will send mass mailings/messages of commercial nature, he shall sign the contract with Geocell.

3.10. The Subscriber shall use the Service provided by Geocell for own use only, without the intention to resell it to Third Parties and to receive the Service to the extent and under the conditions, as defined and allowed by this Agreement and the applicable legislation.

3.11. The Subscriber shall keep the Service-related Security Codes (PIN/PUK), passwords and SIM card(s) in a safe place in order to prevent the Third Parties to use the Service. In addition, the Customers has no right to manipulate by means of SIM cards.

3.12. The Subscriber shall notify Geocell in the shortest reasonable period of time (the notice shall be made to the Geocell customer service center and/or to the authorized person) about a damage, service interruption and/or loss of the SIM card. Before providing this information to Geocell all calls or/and Services made/received from/to the Subscriber's Number shall be responsibility of the Subscriber and subject to the payment due.

3.13. The Subscriber shall ensure that the provided Service is not involved in the international or other paid traffic transmission or termination scheme associated with Fraud and/or activities and schemes of the Fraud. The Subscriber shall also ensure that the numbering resource allocated to the Subscriber is not substituted. The Subscriber shall protect any own Facility or/and the facility transferred by Geocell to his/her temporary use and connected to the Geocell network from any unauthorized access or use. The Subscriber unconditionally recognizes any debt or liability arising before Geocell as a result of these actions.

3.14. During the dispute regarding the incoming or outgoing traffic or other types of calls, Subscriber is obliged to agree with the recordings submitted by the Company, unless otherwise established by the Commission / Court;

3.15. The Subscriber will ensure that the use of the Service:

3.15.1. does not prejudice Geocell or any Third Party;

3.15.2. does not cause Geocell network or Service disruption/interference, including through mass unwanted calls/messages sent to addresses, the so-called "spam", mass distribution of viruses and so forth.

3.15.3. will not be used for commercial or similar purposes, including advertising messages/calls, switching point, internal communication equipment, SIM Boxing or other similar operating activities;

3.15.4. does not violate Geocell's or Third Party's copyright, related rights or other intellectual property rights;

3.15.5. does not conflict with any legal act, law or other legislative acts.

3.16. If as a result of non-performance by the Subscriber of the obligations specified in Clause 3.15. Geocell suffers a damage, Geocell may take measures according to the legislation of Georgia.

3.17. The Subscriber agrees (without further acceptance and/or consent) on the change of the numbering resource allocated by Geocell to the Subscriber, if the change is due to the relevant normative act issued by the Commission and/or other competent authority or unless within five (5) days after the change the Subscriber expresses in writing its claim in connection with the allocated numbering resource change.

- 3.18. The Subscriber is entitled to claim from Geocell back the advance amount available on the Number Account after the disconnection of the Service in accordance with the terms established by the Agreement.
- 3.19. "Geocell" is obliged after the payment of the debt by the Subscriber and on the basis of his / her request, return the unspent amount of money deposited by the Subscriber on the roaming service deposit;
- 3.20. Geocell shall notify the Subscriber about the changes in the Service terms and conditions and tariffs enjoyed by the Subscriber in accordance with the terms specified by the Regulation and the Agreement.
- 3.21. Geocell shall for each particular Special Offer clearly specify the duration and all conditions of the Special Offer.

#### **4. Service Restriction and Termination Conditions**

- 4.1. The Subscriber is entitled to demand termination of the Service, and Geocell, in turn, may terminate the Service to the Subscriber upon the latter's written request. Such written request shall be made only by attending the Geocell customer service center and signing the request in place.
- 4.2. In compliance with the requirements provided by the Agreement and the Regulation, Geocell is entitled to:
- 4.2.1. terminate the Service to the Subscriber in compliance with the requirements provided by the Agreement and the Regulation, if the Subscriber violates any of his/her obligations under the Agreement;
- 4.2.2. terminate the Service to the Subscriber, if the latter despite the Geocell's warning uses the Service in such a way that violates the terms and conditions of the Agreement and/or this action contradicts the applicable legislation;
- 4.2.3. in case of the relevant agreement between it and other operator, demand from the Subscriber the payment of the electronic communication service received by the Subscriber, and in case of non-payment implement the Service restriction and/or termination in accordance with the Agreement or/and the Regulations;
- 4.2.4. immediately restrict all and any Service(s) to the Subscriber rendered on the basis of one or several agreement(s), if there is a reasonable doubt that the Service provided to the Subscriber is used for the purposes set out in Section 3.13 of this Agreement;
- 4.2.5. restrict/terminate the Service to the Subscriber, if the latter disseminates mass commercial messages/notifications; such restriction/termination will be removed within three (3) hours after the parties sign the agreement set forth in Section 3.9 of this Agreement;
- 4.2.6. restrict the outgoing calls on the Number in case of expiration of the advance amount and/or credit (limit) and/or prepaid amount; allow a negative balance on the advance, credit and prepaid payment system Subscriber's Number;
- 4.2.7. restrict the outgoing calls on the Geocell Subscriber Number for thirty (30) days, if the Number runs out of balance. During the thirty-day period, the Subscriber can only receive incoming calls and some free services of Geocell, as well as use emergency numbers, while upon the expiration of the thirty-day period the Service on the Number will be restricted two-sided. The two-sided restriction of the Service on the Number does not imply the restriction to use the emergency numbers;
- 4.2.8. if the Geocell Subscriber does not use the Geocell paid services or incoming call for five (5) consecutive months, unilaterally terminate the Agreement during the sixth month and dispose the Number at its sole discretion;
- 4.2.9. during ninety (90) days after the last top up of the Number by Lai Lai Subscriber allow the Subscriber to make/receive calls and use all the activated services in case of availability of the enough sum for the use of such service on the Subscriber Number, and upon the expiration of the sum to restrict the Service (suspend the Number one-sided), while the Lai Lai Subscriber will be able to receive incoming calls only, and enjoy Geocell's free services and/or emergency numbers;
- 4.2.10. beginning from the ninety-first (91) days after the last top up of the Number by the Lai Lai Subscribers and within thirty (30) days (regardless of the availability of the amount on the account) restrict the Service (suspend the Number one-sidedly); (that is the Subscriber can only receive incoming calls and use Geocell's certain free services and/or emergency numbers);
- 4.2.11. If within one hundred and twenty (120) days after the last top up on the Number the Lai Lai Subscriber fails to top up the Number account, on the one hundred and twenty-first (121) day terminate the Service (disconnect the Number two-sided); (the Lai Lai Subscriber within the next thirty (30) days will be able to transfer any sum to the Number Account in the prescribed manner and to activate the Number two-sided);
- 4.2.12. In case of Lai Lai Subscriber's roaming if the due sum is not available on the Number account, suspend the receipt of incoming calls based on the specifics of the prepayment system;
- 4.2.13. from one hundred and fifty-first (151) day automatically cancel the Agreement, if Lai Lai Subscriber within one hundred and fifty (150) days after the last top up, fails to top up the Number account. However, in case of the Subscriber's written request, Geocell shall within thirty (30) calendar days return to the Subscriber the unspent balance available on the Number. Geocell is entitled to deduct from the unspent balance the costs, which will be related to the refunding of the sum to the Subscriber;
- 4.2.14. in case of restriction of the Geocell Subscriber Number, if the credit (limit) sum is paid in full and/or the advance amount is prepaid in full (to avoid any doubt, the Subscriber shall pay the advance sum in the amount which enables the Number Account to pass to a positive balance of at least 5 GEL), the restriction imposed on the Number will be lifted within three (3) hours after the payment.

## **5. Information about the Subscriber**

- 5.1. To use the Service the Subscriber must provide Geocell with the accurate personal information as well as request a completed agreement, verify the data accuracy and confirm it with his/her signature thereon, as well as keep his/her copy of the agreement.
- 5.2. Geocell will provide the confidentiality of the Subscriber's personal information except for the cases established by the legislation and/or the Agreement or/and when the Subscriber's debt is paid by the Third Parties and/or when the Subscriber's personal information is entered in the Geocell's database, on which the Subscriber gives his/her full and irrevocable consent.
- 5.3. In case of any changes in the personal information specified in the Agreement the Subscriber shall notify Geocell by writing in the prescribed manner within the seven (7) calendar days after such change;
- 5.4. At Geocell's request the Subscriber shall provide to it the necessary data for Service providing. The Subscriber shall promptly inform Geocell about any change in these data.
- 5.5. For the use of the Service, Geocell will allocate to the Subscriber the subscriber number, password and/or other codes ("Identification Data"). Geocell can change the Identification Data for the technical, operational or other purposes or due to regulations or decisions issued by state agencies. The Subscriber will be informed of such changes in the established term. The Subscriber has no right of the Identification Data after termination of the Agreement, unless the law provides otherwise.
- 5.6. By signing this Agreement, subscriber agrees that his/her personal information (data) shall be processed, as well as transferred to the third parties predetermined by the operator for the purposes which without limitation includes: providing the Service properly, avoiding fraudulent actions, subscriber account management, charging fees for the services rendered, making out the relevant report, collection of the fees charged for the services rendered, marketing (including, direct marketing), improvement/implementation of the existing/new products/services, fulfillment of the obligations/requests envisaged by the legislation, awareness of the subscriber (including by way of sending informative messages) or other commercial/non-commercial purpose determined by the operator.
- 5.7. Subscriber is entitled at any time to refuse data processing for which he should inform Geocell in writing, by the means of telecommunication in accordance with the terms of the Agreement.
- 5.8. The Subscriber may request Geocell the Detailed Billing Report of the current billing period for free, and in case of request of the detailed report of non-billing period, the Subscriber will be able to receive this report only after payment of the one-time fee in accordance with the terms established by Geocell, unless otherwise agreed in a particular Annex.
- 5.9. At the Subscriber's request Geocell shall, in accordance with the terms and conditions of the Agreement, attach to the provided report the information about the relevant service type, tariff, date, service delivery time, the time of duration (minutes), incoming and outgoing calls.
- 5.10. By signing this Agreement, the Subscriber has expressed the consent that his/her/its personal information will be checked in the database of LEPL Public Service Development Agency. For evaluation of the Subscriber's solvency or other purposes, Geocell can obtain the information about the Subscriber from other registers as well.

## **6. Intellectual Property Rights**

- 6.1. Under the Agreement the Subscriber will not be conveyed the copyright or other intellectual property rights. The Subscriber do not have the right to use, copy, translate and/or change the Service-related software or any material to more extent than it will be allowed by Geocell in writing. In addition, the Subscriber has no right to issue a separate license on such software or materials to the Third Party. As for software incorporated in the Service, it may be subject to separate license terms and conditions.

## **7. Damages and Compensation Mechanism**

- 7.1. The Subscriber is entitled to claim the damages, if such is because of Geocell's fault or negligence or fault or negligence of the Third Party, for which Geocell is responsible under the terms of this Agreement. The compensation applies only to those damages which could be foreseen by Geocell and are the direct result of the action causing the damages. In addition, the damage must be confirmed in the manner prescribed by the Legislation. The Subscriber is not eligible for the indirect compensation, such as for example, the lost profit or other consequential damages;
- 7.2. Geocell is not responsible for losses that took place in the process of use of the Service within the transfer of the content of the data or other information by the Subscriber. In addition, Geocell cannot be responsible for any damage that is caused by the virus data, delayed transmission, destruction or data loss by the Subscriber, also, in the cases of a damage to the Third Party by the Subscriber's fault.
- 7.3. Geocell is entitled to claim damages, if it is caused by the activities of the Subscriber or any Third Party, for which the Subscriber is responsible.
- 7.4. If Geocell by its own fault fails to ensure providing the Service to the Subscriber under the terms specified by this Agreement, the Subscriber will be entitled to receive the sum in kind of compensation from Geocell only in accordance with the procedure described in this paragraph. The sum will be charged for the Subscriber only on his/her Subscriber Number account. The sum will be calculated in the following manner: the average daily cost of the sum spent in the last three (3) calendar months before the non-receipt of the Service by the Geocell's

registered Subscriber, multiplied by the number of days when the Subscriber has not received the Service. One day means full 24 (twenty four) hours.

#### **8. Procedure of Submission of Complaints, Their Review and Dispute Resolution**

8.1. The Parties can lodge claims to each other arising out of the Agreement, in writing and/or orally. The Parties which receives a claim shall within 15 (fifteen) calendar days after the receipt of the claim, satisfy the claim in whole or in part, or in writing and/or orally notify the other Party about its rejection.

8.2. Any dispute which can arise out of or in connection of this Agreement (including the existence, interpretation, implementation and enforcement of the Agreement) shall be settled by negotiations. In case of failure to settle a dispute, the Parties will apply to the court and/or the Commission. At the same time, the Parties agree that the first instance court's decision made on the dispute shall be enforced immediately.

8.3. When the Service is used for the purchase of the Third Party's products and services and/or for payment of any amount and/or cost for any purpose thereof, the purchase of such services and/or products or/and the payment of the amount/cost is regulated by the agreement separately signed between the Third Party and Subscriber. If the Subscriber generates a claim and wishes to file a complaint/claim because of the use of the Service in this form or for this purpose, this shall not apply to Geocell, as the use of the Service for purchase of the Third Party's product and/or service or for payment of the amount and/or cost has been implemented under the agreement separately signed between the Third Party and Subscriber and under the terms and conditions established by the Third Party.

#### **9. Troubleshooting**

9.1. Geocell is obliged to eliminate a damage/defect in the Service under the terms and conditions set by the Regulation.

9.2. Geocell troubleshooting department shall register any written or oral application entered from the Subscriber. The Subscriber's application will not be considered as such, if the Service is restricted due to the non-payment of the Service cost or the Service is not delivered due to scheduled maintenance or repair works;

9.3. The damages do not mean disconnection of the mobile communication due to the following reasons:

9.3.1. the scheduled maintenance and reconstruction operations on the switch and line equipment, as well as mobile communication network upgrade;

9.3.2. switching the mobile number from one system to another, as well as during the number porting;

9.3.3. the Service restriction due to the non-payment of the cost of Service;

9.3.4. suspension of the mobile network due to the electric power outage/disruption;

9.3.5. suspension of the mobile network due to force majeure.

#### **10. Force Majeure**

10.1. Party is exempt from the obligation to compensate the losses or fulfill other obligations under the Agreement, if such losses or failure is caused by circumstances beyond the party's control (force majeure circumstances), and if such circumstances prevent or significantly impede or delay the fulfillment of obligations.

10.2. Force-majeure circumstances imply, *inter alia*, the laws adopted or amended by the state authorities, as well as blockades, war, strikes, sabotage, extreme weather conditions, lightning, fire, explosions, floods, natural disasters or accidents.

10.3. Damages resulted from force majeure shall be recorded separately and not considered to be a deterioration of the quality of the mobile telephone network operation.

10.4. Geocell shall through its website or any other mass media warn the Subscriber about an accident or other unforeseen circumstances which make it impossible to provide the Service. It must also notify about reason of interruption and its duration.

#### **11. Transfer of Rights and Obligations to Third Parties**

11.1. The Subscriber is entitled to transfer or assign to the Third Party any obligations undertaken by him/her or any rights granted to him/her under the Agreement only in case of the Geocell's prior written consent. Geocell's refusal rules out performance of any of the above mentioned acts and/or deals, and therefore, any action and/or deal performed with violation of this rule shall be void and do not arise legal consequences, other than the cases clearly identified by the Legislation";

11.2. Paragraph 11.1 does not imply that the Subscriber shall perform the obligations in person and does not exclude the Geocell's right to accept the performance offered by the Third Party, regardless of the Subscriber's consent. At the same time, the Company can transfer the Subscriber's rights and/or obligations provided by the Agreement to the Third Party under the notice given to the Subscriber.

#### **12. Communication Between the Parties**

12.1. Unless otherwise specified in this Agreement, any official communication between the Parties shall be in writing. A written notice intended for the Party can be delivered to it in person or sent by a courier (including an international courier) or by mail (including a

registered mail). To provide the urgency and subject to the provisions below, it is allowed to notify the other Party by telegram, telex, fax, email, SMS, posting to the Company's website ([www.geocell.ge](http://www.geocell.ge)) or by any other urgent means specified by Geocell provided that in case of the other Party's request, this Party will receive the written notice as well within a reasonable time after such request.

12.2. A notice shall be deemed as delivered on the day of its receipt by the Addressee, if the receipt of the notification is confirmed by the addressee (including by an electronic document, receipt, any other means of confirmation, etc.). If the receipt of the notice is not confirmed by the addressee, any such notice shall be deemed to have been duly sent and received:

12.2.1. in case of sending a written notice by means of a courier or registered mail - from the date of registration of the notice by the office of the relevant Party;

12.2.2. in case of sending by phone, fax, email, SMS and/or other electronic means (other than posting to the website) – from the date of confirmation of the receipt of the relevant notice by a relevant Party or from the date of confirmation of the receipt of the notice by implementing a relevant action. In addition, the notice shall be deemed as delivered, if a SMS or/and a call sent by Geocell has entered the telephone number disposed by the Subscriber (a SMS and/or a call can be made from any number Geocell uses for such purposes (including 7050, 2770100, Geocell, 7068, etc.)) and this is recorded in the detailed report of the Service provided by the Company specifying the duration of the incoming calls and SMS transmission duration (in minutes). A notice shall be deemed as delivered also in the case, if the Subscriber deliberately and in bad faith refuses to accept the notice (interrupts the call made from the telephone number upon the start of transmission of the notice, does not connect the Number to the network 24 hours a day or does not read SMS).

12.3. In case of posting to the website and/or sending by any urgent means communication offered by Geocell, - from the date of publication or confirmation of the notice receipt by the Subscriber.

12.4. A notice is deemed as received also in the case if the notice is returned to the sender for the absence of the addressee at the address where the notice was sent, or the addressee refuses to accept the notice, or avoids receiving.

12.5. The Parties will exchange correspondence to the addresses specified in the Agreement and/or other related agreement (s) (or any other address that the Party shall notify to the other Party in writing). The Party shall inform the other Party about the change of the said address(es) and/or of any change of the data in the term specified by the Agreement; otherwise, the communication (sending SMS etc.) performed to the address specified by the Party shall be deemed as duly performed.

### **13. Amendments and Additions**

13.1. Amendments and additions may be made in the Agreement in writing, under the agreement of the Parties.

13.2. Notwithstanding a restriction provided by paragraph 13.1. of the Agreement, Geocell is entitled at own discretion to change any provision related to the Service as well as provision of Service that is specified by the Agreement, if:

13.2.1. such a decision deteriorates the Subscriber's position, then after such decision-making Geocell at least ten (10) business days prior to the effective date of the change will notify the Subscriber thereof in the manner prescribed by Article 12 of the Agreement. The Subscriber" is entitled within ten (10) calendar days after the receipt of the notice to refuse such change in writing, and in this case the change will not take effect, the Service to the Subscriber will be terminated and the Subscriber within ten (10) business day after the date of the written refusal (or in the other term agreed with Geocell) shall cover the debt before Geocell under the Agreement (the actual cost of the Service). In case the Subscriber does not exercise his/her right under this subparagraph, such changes will take effect from the date specified by Geocell in the notification;

13.2.2. such a decision is made in favor of the Subscriber and/or it does not deteriorate the Subscriber's position, then such a decision does not require further approval or acceptance by the Subscriber and the amended terms and conditions will take effect from the date specified by Geocell. At the same time, the Company is required within 10 (ten) business days after the decision-making to notify the Subscriber thereof in the manner prescribed by the Agreement and/or by posting the announcement to Geocell website ([www.geocell.ge](http://www.geocell.ge)), placing it in service centers and/or other service points of Geocell.

13.3. The amendments and additions made in the Agreement shall be an integral part of the Agreement.

### **14. Particular Conditions for Number Porting**

14.1. In case of the Number porting in the Geocell network the Agreement shall enter into force on the date set in the first page only in the case Geocell receives from the donor operator a number porting confirmation. The Subscriber will learn the reason of the negative response to the number porting from the donor operator by a SMS, within ten (10) working hours after the receipt of the negative response from the donor operator by Geocell.

14.2. The Subscriber shall pay the current debt to the donor operator no later than three (3) business days after the receipt of the SMS from Geocell, otherwise the service on the ported number will be restricted (unless the Subscriber covers the debt within two weeks after the porting), and the restrictions will be lifted in the case of full payment of the amount of debt to the donor operator by the ported Subscriber.

14.3. In case of porting from Geocell the receiving operator will be notified by Geocell about the due date of payment of the debt by the Subscriber which will be paid by the Subscriber only at Geocell's customer service offices and in the case of non-payment the service on the ported number will be restricted.

#### **15. Term of the Agreement and Its Termination**

15.1. This Agreement enters into force on the day of signing by the parties and is valid for one (1) year;

15.2. Unless five (5) days prior to expiration of the Agreement term any Party gives a written termination notice to the other Party, the Agreement shall be deemed to be automatically extended for each subsequent one-year period. (To avoid any doubt, the parties will agree on the rule different from hereto prescribed in the relevant annex.)

15.3. In accordance with this Agreement, the reason for termination is the death and/or liquidation of the Party. In such cases, the Agreement shall be deemed as terminated from the moment when Geocell has got known in prescribed manner and it has been submitted the information (to avoid any doubt, the information is deemed as submitted if the death and/or liquidation of the party is confirmed by a document, which is issued or certified by the competent authority) about the death and/or liquidation of the party. Also the failure to submit the assigned copy of the Agreement may be also the reason of refusal by Geocell to provide the Service further and/or termination of the Agreement.

15.4. In case of termination of the Service and/or Agreement, the Subscriber is obliged to fully cover the debt, if any.

15.5. In case of termination of the Agreement Geocell is authorized to use the Subscriber's roaming deposit amount to cover the debt, if any.

#### **16. Representations of the Parties:**

16.1. By signing this Agreement the Subscriber hereby represents and acknowledges that he/she has read and agrees with the Service standard terms and the terms of Special Offer chosen by him/her.

16.2. The Subscriber acknowledges that in case of his/her wish, Geocell will provide him/her the Service (the right to receive value added services) subject to the conditions as set out in electronic form on the web page [www.geocell.ge](http://www.geocell.ge) and/or in writing - in the Agreement.

16.3. The Subscriber agrees that Geocell will electronically provide him/her the information on the new services, projects and other activities.

16.4. Geocell represents that it is not responsible for the information transmitted by the Subscriber in the network as well as for the Service quality, if the defect is caused by a failure of the Subscriber's Facility, virus problem, and/or if the Subscriber's subjective expectations and the demand exceed the quality and characteristics of the Services specified by the Agreement.

16.5. The parties agree that the electronic signature used in electronic documents within their relations shall have the same legal effect as a personal signature on the material documents.

16.6. The Parties confirm that the content of the Agreement accurately expresses the will of the Parties and that any arrangements between the Parties hereunder have taken place as a result of the reasonable judgments of the content and not only the word for word meaning.

16.7. To avoid any doubt, the Parties represent and acknowledge that imposing any of the penalties/fines under the Agreement on the other (defaulting) Party will be the right and not the obligation of an appropriate (non-defaulting) Party.

16.8. By signing this Agreement the Subscriber acknowledges that Geocell is entitled to provide the information about him to the Third Parties aiming to exercise Geocell's rights as a result of non-fulfillment or improper fulfillment by the Subscriber of the terms and conditions of the Agreement and/or to monitor the fulfillment of the terms and conditions of the Agreement by the Subscriber.

#### **17. Transitional and Final Provisions:**

17.1. Unless otherwise specified by the Service terms, under this Agreement the Subscriber buys the Service, but no Facility or/and item, including numbering resource (telephone number), the right of use of which is granted to the Subscriber, will not be transferred to his/her ownership.

17.2. Any and all the rights that will be granted to one Party as a result of full or partial violation of the Agreement, "Related Agreement(s)" and/or the Legislation by the other Party, are cumulative and will be added to all other rights granted under Agreement, "Related Agreement(s)" and/ or the Legislation.

17.3. The waiver of one Party to exercise the rights granted to it in connection with the full or partial violation by the other Party of the Agreement and/or the Legislation does not apply to any subsequent violation of the Agreement and/or the Legislation.

17.4. The Agreement with its obligations and rights shall apply to and be binding upon legal successors/assigns of the Parties.

17.5. Invalidation of any article, paragraph and/or subparagraph of the Agreement will not result in the invalidation of the entire Agreement and/or its other article(s), paragraph(s) and/or subparagraph(s). Instead of the invalid provision, a provision will be used, by which it is easier to achieve the objective specified by the Agreement (including the invalid provision).

17.6. Articles, paragraphs and/or subparagraphs of Agreement are numbered and titled for convenience only and this fact is of no importance for the interpretation of the Agreement.

17.7. The words used in singular form in the Agreement shall imply the plural and vice versa;



17.8. The Agreement is made in the English language; the Subscriber by putting his/her hand in the special place assigned for his/her signature confirms that he/she is fully aware of and agree with the all terms and conditions of the Agreement as well as its annex(es) (if any). An identical copy of the Agreement having equal legal effect will be given to each Party.

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ჯეოსელი/ Geocell

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აბონენტი/Subscriber