

Contract

for establishing a subscriber status for access and usage of public communication services

Concluded on _____ year

In _____

Between: 1. T-Mobile Macedonia, Joint stock company for mobile communications Skopje, with its principal offices at Orce Nikolov bb, Skopje, as public communication network operator, on one side, hereinafter **Operator**, and

2. First name and Last name/Company name:	_____		
Address/Place:	_____		
ID card number:	_____	URN/Tax number:	_____
Current account:	_____		
Deponent of:	_____		

as a public communication services subscriber, on the other side, hereinafter **Subscriber**.

Article 1 Contract Scope and Objective

The scope of this Contract is the establishment of rights, obligations and responsibilities of the Operator - as a public communication network operator, on one side, and the Subscriber - as end user of public communication services provided by the Operator, on the other side. The objective of this Contract is the establishment of a subscriber status for access to the public communication network and usage of public mobile communication services of the Operator, under the terms defined herein, in the Electronic Communication Law (Official Gazette of RoM No. 13/05), herein after: the Law, the Rulebook on the type and contents of data that the public communication network operators and/or service providers shall be obliged to publish the same in regard to the general conditions for access and utilization, prices and tariffs and parameters of quality of the public communication services (Official Gazette of RoM No. 1/06), other acts and rules based on them, herein after: the Rulebook, as well as in the announced General Terms for concluding subscription contracts and usage of Operator's services.

Article 2 Access to the Network and Operator's Services

Upon conclusion of this Contract, the Operator provides the Subscriber with the right of access to its public communication network. The Operator undertakes to provide the Subscriber with a subscription line immediately, and not later than 5 working days as of the date of conclusion of this Contract. After subscription line activation, access to the Operator's services is assigned, including the obligations for payment of the monthly subscription fee as well as other expenses for usage of the subscription line. The usage of the services in public mobile communication network is possible on the territory of the Republic of Macedonia covered by the Operator's network as well as in other public mobile communication networks with which the Operator has a commercial roaming contract concluded. At the same time, the Operator provides the Subscriber usage of the basic services of the public mobile communication network which are included in the monthly subscription fee, depending upon the selected tariff model by the Subscriber regarding the official published Operator's Price List.

Article 3 Supplementary Services and other services

The Operator provides the Subscriber usage of supplementary (additional) services. The usage of these services could be free of charge or by means of monthly subscription fee determined within the official published Operator's Price List. The usage of Supplementary Services for which monthly subscription fee is necessary might be provided only upon the Subscriber's requirement. The Subscriber may disrupt the usage of the supplementary services upon demand. After the activation or deactivation request for activation or termination of supplementary services, the Operator will respond not later than one working day after the submission of the request. The Subscriber is able to use the Premium rate and other services provided by the Operator or by other service providers of premium rate services with which the Operator has concluded a contract. Activation and deactivation of the Supplementary and other services, or the use of the Premium rate Services may be done by the Subscriber by means of performing the following steps regarding the type of the service:

- By calling a specific number predetermined for that purpose,
- By sending SMS or MMS message with a specific content to predetermined number for that purpose,
- By using another method available to the Subscriber (written request, web page, WAP portal etc.)

The prices for supplementary, premium rate and other services usage are defined within the official Operator's Price List and/or published together with the phone number related to the active service. The expenses for usage of these types of services are invoiced by the regular monthly subscription fee for usage of the public communication services.

Prices and Tariffs

- Article 4** The Operator may require from the Subscriber a payment of one time fee for initial connection. The Subscriber is obliged to regularly pay the determined monthly fee (subscription) for service usage, as well as expenses for realized communication traffic and services used according to the Operator's Price List. The expense for realized communication traffic is calculated on the basis of the type, length and price of the tariff units defined within the Operator's Price List, as well as on the basis of the number of realized tariff units. The number of tariff units for services used by the Subscriber is recorded in and established in the Operator's Billing System. The Operator is entitled to change prices of the services, type and length of tariff units and other conditions defined in the Operator's Price List, by a prior notification of the Subscriber via the media, the Operator's web site or in a written, electronic or another publicly available method.

Payment of Services

- Article 5** For the purpose of payment of realized communication traffic and services and determined monthly subscriptions, the Operator issues a monthly bill (invoice). The payment shall be performed within the defined deadline. The invoicing of the monthly subscription fee for the basic services and the monthly subscription fee for the supplementary services is made in advance for each month. VAT shall be additionally calculated in the bill (invoice). In case of delayed payment, the Operator is entitled to charge legal interest on-arrears to the Subscriber as of the date following the deadline for payment. In case the Subscriber fails to pay the invoice for service usage within the deadline defined therein, as well as after the deadline defined in the written notification sent to the Subscriber, the Operator has the right to temporarily disconnect the line for outgoing calls (excluding emergency numbers), until the Subscriber has settled the debt. During this period, the monthly subscription fee is still invoiced. If the debt as a result of which disconnection of the line for outgoing calls has been performed, is paid by the Subscriber not later than 3 days after the deadline including the disconnection day, in case of re-connection after the settlement of the debt, the Operator shall not charge a re-connection fee to the Subscriber, as defined in the Operator's Price List. If after expiration of 30 days as of the temporary disconnection of the line for outgoing calls, the Subscriber has not paid the debt, the line will be disconnected in both directions (except for the emergency numbers) and the Operator will not provide any communication service to the Subscriber. As of that moment onwards, the Operator shall not invoice to the Subscriber a monthly subscription fee and is entitled to terminate the Contract. Upon the Operator's demand, the Subscriber has to deposit a certain amount as an interest-free advance payment, especially after a temporary disconnection for delay or inability for payment by the Subscriber, while using international roaming, when a subscriber contract is being concluded with a subscriber who is not a citizen of Republic of Macedonia, or with a subscriber who does not have adequate proof for payment capability, for interim access to the public communication network, or during increased traffic volume in a short period by the Subscriber. In cases when the Subscriber exceeds the amount of EURO 65 or SDR 50 (in MKD counter value according to the middle exchange rate of NBRM) when using the line in period of 24 hours, the Operator is entitled to require an immediate payment of the spent amount by the Subscriber, as well as to temporarily disconnect the line for outgoing calls and usage of roaming services, if the amount has not been paid.

Refunding

- Article 6** The Operator is obliged to refund to the Subscriber any sum paid only in the following cases:
- if during the process of establishing a Subscriber status, the applicant has paid the initial connection fee, and in the period prior to the activation of the Subscriber line he/she changes his/her intention regarding the establishment of a subscription status. The amount is paid back fully.
 - in case of temporary disconnection of the Subscriber line due to a fault in the line or the network, the Operator will pay back that part of the subscription and additional services fees (if the Subscriber has already paid all his/her debts) for an amount proportional to the days of line dysfunction, if the disconnection is longer than 48 hours on the whole territory of Republic of Macedonia covered by the Operator's network.. The amount will be deducted from the invoice for the following month. In such a case, the Operator shall not bear the responsibility for any direct or indirect damage possibly incurred to the Subscriber, regarding loss of profit, missed trading opportunities, damaged image, etc.;
 - in cases of a founded complaint from the Subscriber for incorrect data processing which resulted in an increased amount of the communication services bill, for the incorrectly invoiced amount, if the Subscriber has paid all his previous debts towards the Operator;
 - in case of permanent termination of the public communication service provision which has not occurred upon the Subscriber's fault, the Operator shall refund the amount paid in advance, the monthly fee and the additional services fee.

Article 7 Complaints and Appeals from the Subscriber

The Subscriber is entitled to complain against the decisions or activities of the Operator regarding the access and use of the services, as well as in case of breach of the contractual provisions defined herein. Complaints shall be submitted to Operator's Customer Service Department. The complaint from paragraph 1 herein may be submitted within 15 days as of the date of receipt of the Act, or as of the initiation of activities subject of the said complaint. The Operator is obliged to decide upon the complaint within 15 days as of the date of receipt of the complaint and to inform the Subscriber thereof. If the Subscriber is not satisfied with the decision, he/she is entitled right to request protection of his/her rights before the Agency of Electronic Communications (hereinafter: Agency) within 15 days as of the date of its receipt. If the Operator does not act upon the complaint in the period defined in paragraph 4 above, the Subscriber is entitled to ask for protection of his/her rights before the Agency within 35 days as of the date of submission of the complaint. In case of a submitted complaint regarding an invoiced amount, until a final decision has been reached, the Subscriber is obliged to settle the invoice in the period determined in the invoice.

Operator's obligations

- Article 8**
1. The Operator shall provide quality public communication services, in accordance with the Law, the Rulebook, and other valid regulations, contracts and acts.
 2. The Operator provides specialist units and technical equipment in order to ensure continuous, available and quality services, as well as to timely detect defects in the network and remove them. The Operator shall make the maximum efforts to efficiently remove all disturbances and defects in shortest period.
 3. In case of change of the terms for use of services defined in this Contract, the Operator shall inform the Subscriber in writing, via the publicly available media, SMS or in another appropriate way, in a period not shorter than 30 days prior to the introduction of the change.
 4. In case of breach of the provisions of this Contract, the Operator shall notify the Subscriber in writing of his/her duties for fulfillment of the contractual obligations, in a period determined in the written notification. This obligation shall not be applied in situations when the Subscriber causes instantaneous and serious threat to the public order, public safety, health and the environment or when it causes great material or operating damage to the Operator.
 5. The Operator shall provide timely information of the price of the roaming services by publishing the last price officially received from the relevant roaming service provider, available to the Operator at the moment of receiving the Subscriber's information request.
 6. The Operator shall provide invulnerability, safety and protection of the privacy of the traffic data and the transmitted communication, in accordance with the provisions of the Law and other valid regulations and acts.
 7. The Operator shall keep, process and give data for the provided services in accordance with the provisions of the Law and other valid regulations and acts.
 8. The Operator shall provide confidentiality, secrecy and invulnerability of the subscriber's data as well as protection from violation of the personal integrity, in accordance with the legal provisions and other valid regulations and acts.
 9. The Operator shall send the Subscriber bills (invoices) for the use of the subscriber line not later than 15 days after the end of the month.
 10. The Operator shall act upon a Subscriber's complaint, in accordance with the provisions of Article 7 of this Contract.
 11. The Operator shall disconnect a SIM card immediately after the receipt of a notification of a lost SIM card.
 12. The Operator shall provide a Contact Center in the Customer Service Department functioning 24 hours a day, wherefrom all subscribers may obtain information regarding the Operator's services.
 13. The Operator shall provide identification and identification restriction of calling and called number in a way determined by the Law or other valid regulation, as well as free access to emergency numbers.
 14. The Operator shall keep a record of subscribers' data in accordance with the Law or other valid regulation. The Subscriber is entitled to select whether and

to which extent these data shall be available in the public phone directory, as well as to change or amend these data. For each change, amendment or use of the right for not publishing data, the Operator may charge a fee in accordance with the published Price List.

15. The Operator shall not be held responsible for violation of the confidentiality of data and for the consequences caused by the violation, if the violation has occurred without the Operator's guilt. The Subscriber agrees that in case of use of the services of an operator in another country (roaming), the protection of confidentiality of his/her personal data is subject to the legislation in the relevant country.

16. The Operator is obliged to submit Subscriber's data and realized traffic over his/her subscription line to a competent state body, on the basis of a submitted request in a procedure as specified by the law.

Rights of the Operator

Article 9 The Operator is entitled to charge a fee for initial connection, monthly fee (subscription), fee for realized amount of communication traffic and additional services used, as well as all other fees in accordance with the prices determined in the Price List.

The Operator is entitled to request data from his subscribers, as determined with the Law.

The Operator is entitled to send notifications to his subscribers for marketing of his services or from other justified reasons in the form of a short message (SMS) or in another electronic way.

The Operator is entitled to change the Subscriber's calling number due to technical reasons, and to inform the Subscriber of this and of the new calling number at least 15 days prior to the change.

For services which realization requires temporary record of the communications (e.g. SMS, MMS, electronic mail etc.), the Operator reserves the right to save the communication in its systems, until the realization of the specific service is ended.

The Operator is entitled to keep, process and exchange Subscriber data in order to fulfill the objective of this Contract, or other aims in accordance with the Law and other valid regulations and acts.

The Operator is entitled to statistically process the Subscriber's traffic data for marketing of the electronic communication services and provision of value added services, during the validity period of this Contract.

The Operator is entitled to restrict or terminate the access to a part or all public communication services without the Subscriber's consent in case the Subscriber fails to fulfill his/her obligations or the provisions of this Contract, or in case of misuse of the public communication services, as confirmed by a competent state body.

This right of the Operator especially applies to the following cases:

1. If the Subscriber fails to pay the invoice in the period determined in the invoice, until the invoice has been fully paid. The Operator may disconnect other subscription lines included in the same subscription contract because of overdue payment of the invoices, even if the Subscriber has paid other invoices on time;

2. If the Subscriber fails to pay an amount determined by the Operator, in case of a submitted complaint to the invoiced amount;

3. If the Subscriber is using the subscription line and the appropriate communication services for providing communications services to other users for a fee or to the Operator's users with or without a fee, without an appropriate contract concluded with the Operator;

4. If it is necessary due to reconstruction, modernization, maintenance or in case of technical disturbances or deficiencies of the network;

5. If technical disturbances or deficiencies are detected on the Subscriber's terminal equipment or installations, until they have been removed;

6. If the Subscriber disallows inspection of the functionality of his/her terminal equipment and installations, until the completion of the inspection;

7. If the Subscriber connects unauthorized terminal equipment, until its replacement with authorized equipment;

8. If the public communication service is used or is planned to be used for objectives contrary to the Law, its bylaws or other applicable laws or regulations, confirmed by a relevant body;

9. If the public communication service is used or is planned to be used contrary to the provisions of this Contract.

During temporary disconnection in the cases stated in this article, the Subscriber continues to be responsible for payment of the monthly subscription fee;

In case of reconnection of a disconnected line, the Operator is entitled to charge a reconnection fee in accordance with its Price List.

Rights of the Subscriber

Article 10 The Subscriber is entitled to an uninterrupted, efficient and regular public communication service.

The Subscriber is entitled to use all the communication services provided by the Operator in accordance with the selected tariff model.

The Subscriber may request change of the tariff model once a month at the most, for which he/she pays a fee determined in the Operator's Price List.

The Subscriber is entitled to ask for a temporary disconnection of his/her line, for which he/she pays a fee determined in the Operator's Price List.

The Subscriber is entitled to decide if his/her personal data should not be made publicly available via the subscriber directory service and the unique phone directory, for which he/she pays a fee in accordance with the Operator's Price List.

Upon the Operator's consent, the Subscriber is entitled to transfer the right of use of the subscription line to another person who fulfills the necessary conditions for establishment of a subscription status, after all obligations for the realized communication services towards the Operator have been fulfilled.

The Subscriber is entitled to an access to the Customer Service Department for any problem he/she might have related to the service usage, personally or by calling a specified number.

The Subscriber is entitled to request and receive information regarding the services provided by the Operator, as well as information on the prices and tariffs for service usage.

The Subscriber is entitled to complain against the decisions or activities of the Operator regarding the access or the provision of the services.

Subscriber's obligations

Article 11 The Subscriber is obliged to timely pay invoiced amounts for used public communication services following the deadlines stipulated herein. Failing to receive the bill does not exempt the Subscriber from the obligation for timely payment of the debt. In case of not receiving the monthly invoice, the Subscriber shall ask for information in the specialized units or in the sales points of the Operator and shall request issuing an invoice.

The Subscriber is obliged to use the communication services for personal needs as end user and in line with their intended purposes, to refrain from disturbing other subscribers, to refrain from using the subscriber line for disturbing or false calls and to refrain from using the line for objectives contrary to the Law and other laws or acts, as well as contrary to the conditions contained in this Contract.

The Subscriber may not use the communication service for providing communication services to third parties, contrary to the terms contained in the Law and other regulations or acts, without previously signing a written contract with the Operator.

The Subscriber shall notify the Operator in written within 30 days of any subscriber data modification needed for concluding this Contract, required for the proper delivery of notifications and/or bills.

The Subscriber shall not re-sell the purchased SIM card (subscriber line). The Subscriber is obliged not to disclose his/her personal coded data (PIN, PUK and similar codes) to third parties.

In case of losing or theft of the SIM card, the Subscriber shall immediately inform the Operator. The Subscriber is obliged to pay the monthly fee even after the disconnection of the subscriber line. This obligation for the Subscriber ends after the expiry of 30 days as of the day when the lost or stolen SIM card was disconnected from the Operator's competent departments, under the condition that the Subscriber does not require change of the mentioned SIM card in the meanwhile. If the Subscriber fails to require replacement of the lost or stolen SIM card, after the expiration of the cited period of 30 days, the Operator is entitled to terminate this Contract.

The Subscriber is liable for settling expenses incurred from the use of the lost or stolen SIM card, up to the period when the Operator has received a written notification for the losing or stealing of the SIM card.

The Subscriber is liable for the expenses for SIM card change or reconnection based on the Operator's Price List.

The Subscriber shall return the SIM card always when this is requested by the Operator, and especially when requesting due to security reasons, in extraordinary situations or when it is of a public interest, as well as from reasons connected with the network functioning. The Subscriber may utilise only terminal equipment in compliance with the regulations governing the radio and telecommunication terminal equipment.

The Subscriber shall refrain from any actions that might endanger or damage the Operator's network.

Force Major

Article 12 The services provided by the Operator may be terminated due to a Force Major.

Force Major refers to an event beyond the will of the contractual parties, the occurrence of which could not be foreseen nor prevented, and owing to which the fulfillment of the contractual obligations and liabilities has become difficult or impossible, including, but not limiting to: natural events, social events (strikes, disorders, wars), public authorities' acts.

The Operator does not bear any responsibility towards the Subscriber in case of termination of its services, caused by a Force Major event.

Contract Modifications

- Article 13** The Operator is entitled to modify the conditions of this Contract, upon a prior notification of the Subscriber sent in period not shorter than 30 days prior the implementation of the changes. The notification may be sent in written, via SMS, via public electronic or written media, as well as in any other publicly available way.
The Subscriber is considered to have agreed with the Contract modification, if within 30 days as of the notification, he/she does not inform the Operator in written that he/she terminates the Contract.
Not receiving the notification from reasons for which the Subscriber is responsible, does not release the Subscriber from the obligations arising out of the change of the conditions of this Contract.

Contract Termination

- Article 14** The Subscriber may terminate the Contract, personally or by a person authorized for that special purpose with a notarized proxy, by signing forms exactly prescribed for that purpose. The Operator shall act upon the termination request within 30 days of its submitting, while the Subscriber is liable to settle all his/her liabilities for payment towards the Operator.
After the contract termination, the Subscriber is still liable for payment of all expenses incurred by him/her and possibly invoiced with delay, or invoiced but not paid by the Subscriber, as well for the rest of the contractual obligations due before the changes of the conditions in this Contract.
The Operator may terminate the Contract in the following cases:
- Due to delayed fulfillment of payment liabilities by the Subscriber, according to Article 5 hereof;
 - In case the Subscriber uses the subscriber line and the communication services for providing communication services to third parties for a refund, without a previously signed contract with the Operator, ascertained by an authorized body;
 - In case the public communication service is used or is meant to be used for purposes contrary to the conditions of this Contract;
 - Due to non-fulfillment of any other obligation by the Subscriber, prescribed herein;
 - In case of the Subscriber's death, unless the line has been transferred to another person within 6 months;
 - If a court decision erases the Subscriber from the corresponding register;
 - In case of a bankruptcy or liquidation, or insolvency of the Subscriber-legal entity, unless the line has been transferred to another person within 1 month as of the written notification sent by the Operator;
 - In case the public communication network is being used or is intended to be used for purposes contrary to the Law, other laws and acts, confirmed by a competent body;
 - In case the Operator is not able to provide services due to a Force Majeure, for a period longer than 6 months.

Closing provisions

- Article 15** This Contract is considered concluded as of the day of its signing from the both contractual parties.
This Contract is effective as of the date of the activation of the subscriber line.
This Contract is concluded for an indefinite period.
By signing this Contract the Subscriber confirms that he/she is familiar with the General Terms provided by the Operator, which shall be applied in all the circumstances not regulated herein.
The forms and annexes filled in and concluded by the Subscriber for activation and deactivation of communication services and for determining or changing tariff models, as well as electronic records of the Operator for activation and deactivation of the communication services or change of the tariff model via electronic way, shall be considered an integral part of the this Contract.

Competent Court

- Article 16** All disputes related to this Contract shall be settled by means of agreement and in good faith.
In case of failing to resolve any dispute as regulated in paragraph 1 of this article, the Court of First Instance Skopje 1 Skopje shall settle the dispute.

Contract Copies

- Article 17** This Contract is concluded in 2 (two) equal copies, one for each contractual party

Subscriber

Operator