



## GENERAL TERMS

For access and use of the public communication services of  
T-Mobile Macedonia AD Skopje

### General provisions

This document regulates the General Terms for access and use of the public communication services (hereinafter: General Terms) of T-Mobile Macedonia, Joint Stock Company for Mobile Communications Skopje (hereinafter: T-MOBILE MK) as operator of public communication network and provider of public communication services, and the Subscribers as users of the T-MOBILE MK services (hereinafter Subscriber/s).

### Special provisions

#### 1. ESTABLISHMENT OF SUBSCRIBER STATUS

##### 1.1. Subscription status establishing procedure

1. The person interested in establishing a Subscriber status (hereinafter: the applicant) should come to a point of sale of T-MOBILE MK, personally or represented by a person authorized for that special purpose, and state his/her will for concluding a Subscriber contract with T-MOBILE MK and submit all the necessary documentation given in point 5 from this article and chapter 1 article 1.2 of these General Terms.

2. Prior to establishing a Subscriber status, T-MOBILE MK is entitled to check and turn down the applicant in case of existence of the reasons given in article 1.2 paragraph 12.

If the check can not be done immediately, T-MOBILE MK will issue a request receipt to the applicant, which shall contain the date of his/her request for establishing a Subscriber status.

T-MOBILE MK is obliged to give a positive or negative answer to the request within 3 (three) working days, or as soon as possible in case of request for fixed communication services provided by 3G network of T-MOBILE MK and fixed communication services and ADSL Internet service provided via Makedonski Telekom AD network..

3. In accordance with paragraph 1 of this article, when establishing a Subscriber status, a Subscriber contract between T-MOBILE MK and the applicant is concluded, in written or in another form. The Subscriber contract for postpaid customers is made exclusively in writing.

T-MOBILE MK may request an initial connection fee, according to the published T-MOBILE MK Pricelist. The applicant should make the payment of the fee for initial connection prior to signing the Subscriber contract.

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4. The prices for access and use of the public communication services as well as the type and length of the tariff units and the provisions for their usage are determined and published in the T-MOBILE MK Pricelist and in the Fair Usage Policy of T-MOBILE MK.

T-MOBILE MK is entitled to set, change and amend the prices and the provisions for usage of the public communication services, whereby the prices will be published in the T-MOBILE MK Pricelist and in the Fair Usage Policy of T-MOBILE MK prior to their taking effect.

5. In case of signing a Subscriber contract with a natural person, the contract must be signed personally by the applicant or by a person authorized for that special purpose with a notarized proxy.

In case of signing a Subscriber contract with a legal entity, the contract must be signed by the authorized signatory of the legal entity or by an employee authorized for that special purpose with a written proxy issued by the legal entity.

6. The connection of the Subscriber to the public communication network of T-MOBILE MK is done by activating the Subscriber line via SIM card with a corresponding calling number given to the Subscriber, or in another technically possible way.

Once the Subscriber has paid all relevant fees regarding the subscription, has concluded a Subscriber contract or signed any other relevant documents, the Subscriber line shall be activated.

By activating the Subscriber line, an access to the public communication network services is provided and the payment obligation regarding the monthly fee and other expenses relating to the subscription commence.

The Subscriber line (SIM card) is issued to the person authorized to sign the Subscriber contract, as given in paragraph 5 above.

The SIM card issued to the Subscriber is the exclusive property of T-MOBILE MK. The Subscriber has no ownership rights over it, or over the technical information stored on it. It is issued to the Subscriber for the period of validity of the subscription contract, and after its termination, regardless of the reason, or in case of its replacement by a new one, the Subscriber is obliged to return it back to T-MOBILE MK.

Also, the Subscriber is due to return the SIM card to T-MOBILE MK, whenever T-MOBILE MK requires that from him/her, and especially in cases when that is required from safety reasons, emergencies, in matters of public interest, or because of reasons concerning the functioning of the network. T-MOBILE MK reserves the right to disconnect (deactivate) a SIM card due to reasons proscribed by a law or a bylaw, by previously notifying the Subscriber.

ADSL Internet service is going to be install on a fixed subscriber line provided via Makedonski Telekom AD

## 1.2. Conditions for establishing a Subscriber status and using the services

1. Subscriber to the communication services of T-MOBILE MK may become any natural person with a working capacity and/or a registered legal entity, which fulfills the conditions provided herein, submits the documentation defined in paragraph 2 and 3 of this article and concludes the contract with T-MOBILE MK.

2. The applicant interested in concluding a subscription contract in the postpaid system, should submit the following documentation:

I. Natural persons

- natural person:

a) One valid document for personal identification (identity card or passport, a copy of which will be kept by T-MOBILE MK on the basis of subscriber's consent)

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b) M1/M2 form (a copy will be kept by T-MOBILE MK on the basis of subscriber's consent) or Employment certificate (pre-defined form, published on the official web site of T-MOBILE MK) not older than 30 days or pension check (with amount equal to or higher than 5.000 MKD) not older than 3 months.

- unemployed natural person:
  - a) request signed by the subscriber;
  - б) one valid document for personal identification ( Identity card or passport, a copy of which will be kept by T-MOBILE MK on the basis of subscriber's consent);
  - в) payment of a deposit as a guarantee for the regular payment of bills.
  
- foreign citizens residing in Macedonia:
  - a) One valid document for personal identification (passport or identity card for foreign citizens, a copy of which will be kept by T-MOBILE MK on the basis of subscriber's consent);
  - b) residence permit for RoM (T-MOBILE MK will keep a copy on the basis of subscriber's consent);
  - c) work permit (T-MOBILE MK will keep a copy on the basis of subscriber's consent);
  - d) employment confirmation issued by the organization/company on their Memo;
  - e) payment of a deposit as a guarantee for the regular payment of bills.

#### II. Legal entity

##### - legal entity:

- a) statement of the current status of the legal entity issued by the Central Register of RoM, not older than 3 months;
- b) tax card;
- c) signatory card for the drawing bank account of the legal entity issued by an authorized person in the depositary bank;
- d) solvency confirmation, issued by the depositary bank.  
(Solvency confirmation, issued by the depositary bank or account report for the last month. If needed, T-MOBILE MK has the right to request a balance report and information from the income statement confirmed by the Central register).

##### - legal entities without an active drawing bank account:

- a) request, signed by the authorized signatory of the legal entity or an employee authorized with a special written proxy certified by the legal entity;
- b) statement of the current status of the legal entity issued by the Central Register of RoM, not older than 6 months;
- c) tax card;
- d) payment of a deposit as a guarantee for the regular payment of bills.

3. The applicant interested in concluding a subscription contract in the prepaid system, should submit the following documentation:

- for natural persons:

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a) one valid personal identification document (identity card or passport);

- for legal entities:

a) tax card or signatory card for the drawing bank account of the legal entity issued by an authorized person in the depositary bank.

The unemployed persons, persons without a proof for solvency, foreign citizens as private persons or legal entities which are applicants to receive a postpaid Subscriber status may conclude a postpaid Subscriber contract only by depositing a certain amount of money on T-MOBILE MK's account which shall serve as a payment guarantee in case of overdue monthly invoices. Therefore, these persons together with signing a standard subscriber contract need to sign an annex to this contract for payment of a deposit. The persons that have more than one subscriber line are obliged to sign such annex for each active subscribers line. The payment of the deposit shall be conducted in T-MOBILE MK's point of sales. The deposited amount requested shall be published in the T-MOBILE MK Pricelist. T-MOBILE MK shall not pay any interest for the Subscriber's deposit. T-MOBILE MK shall use the deposit only in cases when the Subscriber fails to pay his regular invoices. In such cases after the deposit has been used, unless the Subscriber renews the deposit, T-MOBILE MK has the right to disconnect the Subscriber line. In case of termination of the Subscriber contract concluded with a deposited amount, T-MOBILE MK will pay back the unused part of the deposit, if all the due invoices are paid.

T-MOBILE MK reserves the discretionary right to decide upon conclusion of a contract with a Subscriber who does not possess all the documentation prescribed in these General Terms.

4. All relevant subscriber data prescribed by law are filled in the Subscriber contract. The Subscriber is fully responsible for the validity of the documentation and the data submitted when concluding subscriber contract. In case of change of the personal data or other data from the subscriber contract, the Subscriber is responsible immediately, and not later than 30 days, to inform T-MOBILE MK for the change. If, due to not respecting of this obligation T-MOBILE MK is disabled to realize any of its obligations, rights or endeavors damage, the Subscriber shall bare the full responsibility.

5. By concluding the Subscriber contract, the Subscriber obtains the right to use the basic services provided by T-MOBILE MK according to the tariff model chosen by the Subscriber, and which are included in the monthly subscription fee of the particular tariff model in accordance with the published T-MOBILE MK Pricelist and according to the provisions provided in the Fair Usage Policy.

By concluding the Subscriber contract, the Subscriber obtains the right to use the supplementary services according to the chosen tariff model as well as the right for usage of the value added services and other services, in a way and under conditions given in articles 1.3 and 1.4 below.

6. The basic and supplementary services, as well as the value added services and other services provided by T-MOBILE MK offered to the Subscriber according to the chosen tariff model are defined in the List of services and the Pricelist, which are published on T-MOBILE MK's web site.

7. Upon the initial conclusion of a Subscriber contract with T-MOBILE MK, any natural person can additionally become holder of more than one Subscriber line if all the monthly invoices for the existing Subscriber lines held by him have been paid.

A natural person can not obtain more than 2 (two) Subscriber lines in the postpaid system at once when initially concluding a Subscriber contract with T-MOBILE MK, as well as when requesting additional number of Subscriber lines, unless upon a decision from T-MOBILE MK.

Any natural person additionally requesting to become holder of more than one Subscriber line in the postpaid system can do so by signing a separate Subscriber contract for each Subscriber line. In exceptional

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cases T-MOBILE MK can provide a different form for acquiring new subscriber lines in certain tariff models for which the Subscriber shall be appropriately informed.

By signing a special form "Annex to the Standard subscriber contract" for each Subscriber line separately determination of the tariff model to be used by the Subscriber shall be done, initial activation and deactivation of the communication services which are part of the tariff model chosen by the Subscriber, as well as determination of the characteristics of the Subscriber line (tandem line etc.). All additional changes in the Subscriber line are regulated by separate forms as described in paragraph 9 of this article.

8. Upon the initial conclusion of the Subscriber contract with T-MOBILE MK any legal entity may request to become holder of more than one Subscriber line provided that all monthly bills for use of its existing Subscriber lines have been paid.

A legal entity can not obtain more than 10 (ten) Subscriber lines for tariff models in the postpaid system at once, when initially concluding a Subscriber contract with T-MOBILE MK as well as when requesting additional number of Subscriber lines, unless upon a decision of T-MOBILE MK.

Any legal entity additionally requesting to become holder of more than one Subscriber line in the postpaid system can do so by signing a form "Annex to the Contract" for each additional Subscriber line, which shall be considered as integral part of the Subscriber contract by which the initial subscriber status with the entity had been established.

By signing the form "Annex to the Standard subscriber contract" for each Subscriber line separately, determination of the tariff model to be used by the Subscriber shall be done, initial activation and deactivation of the communication services which are part of the tariff model chosen by the Subscriber, as well as determination of the characteristics of the Subscriber line (tandem line etc.). All additional changes in the Subscriber line are regulated by separate forms as described in paragraph 9 of this article.

The Subscriber contract based on which a legal entity is holder of several Subscriber lines in the postpaid system shall remain valid as long as there is at least one active Subscriber line based on that contract.

9. The change of a tariff model used by the Subscriber, as well as additional activation and deactivation of the communication services by his choice, is done by filling in and signing of the forms and annexes considered to be integral part of the Subscriber contract, and in an electronic way by the Subscriber himself as given in article 1.3 paragraph 2 and article 1.4 paragraph 2 below, in which case an electronic record for the activation or deactivation of the services is kept.

Regulation of the status of temporary disconnection, transfer of ownership and other changes of each Subscriber line separately for legal entities and natural persons holders of more than one Subscriber line shall be done by signing a form or annex.

10. Change of the previously elected tariff model can be conducted:

- for post-paid Subscribers once a month at the most,
- for pre-paid Subscribers once in 30 days at the most as from the day of the last change.

For change of the tariff model the Subscriber shall be charged in line with the published T-MOBILE MK Pricelist.

11. Usage of the T-MOBILE MK public mobile GSM communication network services is possible on the territory of the Republic of Macedonia which has been covered with T-MOBILE MK GSM signal, as well as of other public mobile communication network services with which T-MOBILE MK has established a commercial roaming contract, if:

- the Subscriber has subscribed to the roaming service, and
- the relevant provider of the roaming services provides the specified roaming service

When the Subscriber is using roaming services, the relevant roaming provider is responsible for the quality and availability of the roaming service, as well as the area of coverage.

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T-MOBILE MK shall provide timely information on the prices of the roaming services which are billed in accordance with the T-MOBILE MK Pricelist.

The information of the prices for the roaming services used and which shall be charged by T-MOBILE MK, on the basis of the prices given by the relevant roaming provider, will be provided to the Subscriber upon his request, in which case T-MOBILE MK will inform of the last price officially received prior to the information request. In case of changes in the prices by the relevant roaming provider, these changes apply and are valid as of their making.

Usage of the T-MOBILE MK public communication services which are provided by 3G network of T-MOBILE MK or network of Makedonski Telekom AD is possible on the territory of the Republic of Macedonia which is covered by 3G network of T-MOBILE MK or network of Makedonski Telekom AD .

12. T-MOBILE MK reserves the right to turn down a conclusion of a Subscriber contract or provision of a Subscriber line, due to the following reasons:

- if the fee for initial connection has not been paid in the given period;
- if the applicant has an unsettled debt towards T-MOBILE MK;
- if it has been established that the applicant is insolvent;
- if a competent state body has established violation of the Electronic Communications law or another law or regulation;
- if the request is for fixed communication services, and T-MOBILE MK does not have 3G network covering for the requested address
- if the request is for fixed communication services and ADSL Internet service, and on the requested address there is no network coverage or possibility for realization of ADSL Internet service.
- if the applicant does not submit the documentation given article 1.2, paragraph 2 and 3 of these General Terms; or
- if T-MOBILE MK can not confirm the authenticity of certain document stated in the previous point.

### 1.3. Supplementary services

1. The Subscriber may use any additional services (supplementary services), as well as canceling them, in a way and under the terms published by T-MOBILE MK.

2. The activation and deactivation of the supplementary services as well as the changes of the tariff model in accordance to article 1.2 point 9 from these General Terms, will be done by the Subscriber in one of the following ways, depending on the service type:

- by signing an appropriate form (request, Annex);
- by calling an appropriate telephone number;
- by sending an SMS to an appropriate telephone number;
- over the T-MOBILE MK WAP portal or over the special part of the T-MOBILE MK web site – My T-MOBILE; or
- another way accessible to the Subscriber.

The use of certain supplementary services for which additional monthly fee is not paid and which are automatically available by the choice of the tariff model, may be dismissed upon the Subscriber's request.

3. The fee for using the supplementary services is invoiced in the regular monthly invoice for the mobile and fixed communication services.

4. The Subscriber is obliged to pay for the use of all supplementary services, which he/she uses, regardless of the basis. In case of violating this obligation, T-MOBILE MK is entitled to temporarily disconnect this Subscriber's line, in accordance with article 3.2 from these General Terms.

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5. T-MOBILE MK is obliged to enable or disable any supplementary services within 1 (one) working day as from the submission of the request, i.e. 3 (three) days if it is request for fixed communication services provided by T-MOBILE MK..

#### 1.4. Value added services and other services

1. The Subscriber may use the Value added services and the other services, or cancel them in a way and under conditions published by T-MOBILE MK in accordance with the tariff model which he uses;

2. The activation and deactivation of the Value added services and the other services will be done by the Subscriber in one of the following ways, depending on the service type:

- by calling an appropriate telephone number;
- by sending an SMS to an appropriate telephone number;
- by sending an MMS to an appropriate telephone number;
- over the T-MOBILE MK WAP portal or over the special part of the T-MOBILE MK's web site – My T-MOBILE; or
- another way accessible to the Subscriber.

The use of certain Value added services or certain other services which are automatically available may be dismissed upon the Subscriber's request.

3. The fee for using the Value added services or other services are invoiced in the regular monthly invoice for the mobile and fixed communication services.

4. The Subscriber is obliged to pay for the use of the Value added services, and the other services which he/she uses, regardless of the basis. In case of violating this obligation, T-MOBILE MK has the right to temporarily disconnect the Subscriber line, in accordance with article 3.2 from these General Terms.

5. T-MOBILE MK is obliged to enable or disable the Value added services or the other services within 1 (one) working day as of the submission of the request, i.e. 3 (three) days if it is request for enable or disable of other services at fixed communication services.

#### 1.5. Service for number portability in T-MOBILE MK's network

1. A subscriber of other operator may initiate porting of a number into the network of T-MOBILE MK in which case the porting is possible for number of mobile communication network of other operator only in mobile communication network of T-MOBILE MK and porting from fixed communication network of other operator only in fixed communication network of T-MOBILE MK. In that case the applicant for porting a number into the network of T-MOBILE MK should submit a request for concluding a subscriber contract by porting a number with T-MOBILE MK. The complete request which the applicant should submit signed, in the legally prescribed form, contains:

- a) his consent that the subscriber contract concluded with the previous operator shall be breached;
- b) a statement that he will fulfill all obligations from the subscriber contract concluded with the previous operator together with the obligations derived from the breaching of that subscriber contract;
- c) his consent for the breaching of the subscriber contract with the previous operator to become valid in the moment of actual number porting;
- d) his consent that in the event the request for concluding a subscriber contract by porting a number is refused, the subscriber contract with the previous operator shall not be withdrawn;
- e) an authorization of T-MOBILE MK on his behalf and on his cost to forward the request for concluding the subscriber contract by porting a number to the previous operator and to act before the previous operator in all activities related with the number portability procedure;

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- f) his statement that he has fulfilled all obligations from the subscriber contract with the previous operator on the date of submission of the request for concluding a subscriber contract by porting a number; and
- g) his consent that T-MOBILE MK may transfer his data to the previous operator.

2. The form of the request for concluding the subscriber contract by porting a number is published and accessible in all points of sale of T-MOBILE MK in a legally prescribed form. Due to completeness of the request from this article, and for the purpose of realization of the service for porting a number, the applicant should submit all the documents regulated with article 1.2 from these General Terms.

If the applicant does not submit all documents regulated in article 1.2 from these General Terms as addition to the request for concluding a subscriber contract by porting a number, T-MOBILE MK shall not start the procedure for porting a number due to incomplete request.

3. The applicant may submit a request for porting of one, more or all numbers included in the subscriber contract with the previous operator.

4. The time frame for processing of a request for porting a number shall not be longer than 4 (four) working days, if the request is complete and accepted by the operator in which network the number is being ported. If there are any reasons for refusal of the request by the operator from which network the number is being ported, after the termination of these reasons, the applicant shall submit a new request for concluding a subscriber contract by porting a number.

5. If the request for porting a number in T-MOBILE MK's network is complete and approved by T-MOBILE MK, T-MOBILE MK shall conclude subscriber contract with the applicant within 15 (fifteen) days as from the day of the request approval. If the applicant does not respond to the information of T-MOBILE MK and does not conclude a subscriber contract within 15 (fifteen) days as from the day of the information, the procedure for porting a number in T-MOBILE MK's network shall be terminated. For its initiation again the applicant shall submit new request.

6. T-MOBILE MK shall inform the applicant of the reasons for refusal of his request for porting a number.

7. The time frame for porting a number in T-MOBILE MK's network starts within 2 (two) working days from the day of the transaction of data record in the Central Data Base (CDB) for which maintenance the Agency for electronic communications is responsible, upon a previously concluded Subscriber contract with T-MOBILE MK. This time frame can be prolonged in case of a mistake in the data record in the CDB and/or in case of request for porting more of 1000 numbers to one subscriber.

In a case when the subscriber have Contract with T-MOBILE MK for fixed and ADSL internet services provided via network of Makedonski Telekom AD, the number portability service in T-MOBILE MK's network is not possible

## 2. RIGHTS AND OBLIGATIONS OF T-MOBILE MK

1. T-MOBILE MK is obliged to provide quality public communication services, at the level prescribed with the Electronic communications law and other valid regulations. T-MOBILE MK shall not be responsible for the quality level in cases when the level has been decreased by another operator participating in the same service provisioning area (interconnection partners, roaming partners etc.)

T-MOBILE MK is obliged for maintaining its network and equipment in a way which allows continuous provision of the services and for removing any defects thereof, according to their technical possibilities, with the shortest period.

2. T-MOBILE MK shall provide a specialized Contact Center in the Customer Service Department functioning 24 hours a day, wherefrom all Subscribers may obtain information of the type and ways of use of

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the services provided by T-MOBILE MK. The Call Center number shall be public and the call towards this number will be charged a special, beneficial price.

3. T-MOBILE MK provides free access to emergency services numbers.

4. When the Subscriber is using the roaming service, T-MOBILE MK shall not be responsible for the quality of the service, the area of coverage and the availability of the service of the relevant roaming provider.

5. T-MOBILE MK shall not be held responsible for damages arising out of domestic or foreign regulations (act of the public authority), refusal or delayed grant of a required official license, technical issues, acts of God or other events or reasons beyond T-MOBILE MK's control.

6. T-MOBILE MK shall not be responsible for damages, resulting from the withdrawal or modification of T-MOBILE MK's service providing rights. In case of such withdrawal, subscription contracts shall be automatically terminated

7. T-MOBILE MK is obliged to send monthly invoices to Subscribers for the use of the subscription lines not later than by the 15<sup>th</sup> day in the following month. The invoices will be issued to the Subscriber's name and sent to his address or to the address that he himself requested as receiving address.

8. T-MOBILE MK is obliged to refund to the Subscriber any sums paid only in the following cases:

- a) if during the process of establishing a Subscriber status, the applicant has paid the connection start-up fee, and later on his/her intention regarding the establishment of a subscription status in the period prior to the activation of the Subscriber line. The amount is paid back fully.
- b) in case of temporary disconnection of the Subscriber line due to a fault in the line or the network, T-MOBILE MK 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 T-MOBILE MK's network. The amount will be deducted from the invoice for the following month;
- c) in cases of a founded complaint from the Subscriber for incorrect data processing which resulted in an increased amount of the bill for communication services, for the incorrectly invoiced amount, if the Subscriber has paid all his previous debts towards T-MOBILE MK; or
- d) in case of termination of the public communication service provision which has not occurred by the Subscriber's fault, T-MOBILE MK will refund the amount paid in advance, the monthly fee, additional services fee, as well as the unspent amount of the credit of the voucher in the pre-paid system.

9. T-MOBILE MK is obliged to inform the Subscriber in writing in case of a violation of the Subscriber contract, and depending on the size and significance of the violation, shall provide a reasonable period for the fulfillment of the contractual obligations. This obligation does not apply to the cases when the Subscriber:

- causes an instant and serious threat to the public order, safety, health and the environment, or
- causes major material or operational damage.

10. T-MOBILE MK shall regularly and in an appropriate way inform its Subscribers of its mobile network coverage of the territory of the Republic of Macedonia, of the relevant roaming providers, new services, tariff changes, services as well as any other changes of importance to Subscribers.

11. T-MOBILE MK is entitled to process personal and traffic data of its subscribers based on a previously received consent from the subscriber, in order to be able to provide personalized offers for its products and services, based on the way and the amount of usage of T-MOBILE MK's services. Base on such consent T-MOBILE MK has the right to contact its subscribers by all communication means, by sending written information, fax, e-mail, SMS, MMS or via direct voice call. In the same time T-MOBILE MK shall enable all its subscribers at any time, free of charge and using simple means to withdraw or limit the consent for processing their personal and traffic data.

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12. T-MOBILE MK has the right to decide upon the request of its Subscriber for porting a number from T-MOBILE MK's network into the network of other operator under the conditions defined in article 1.5 of these General Terms, or within its own network from pre-paid to post-paid tariff model and to refuse it if:

- (a) the request refers to a nonexistent number;
- (b) the request is submitted by unauthorized person;
- (c) the request is incomplete, pursuant to the prescribed request for porting a number and the conditions given in article 1.2;
- (d) the required number is already in a procedure of porting, i.e. the request for porting the same number has already been submitted;
- (e) the subscriber number for which portability is required, is temporary or permanently disconnected from T-MOBILE MK's network;
- (f) there are unpaid bills of the subscriber.

13. T-MOBILE MK should respond in writing to a Subscriber's complaint within 15 days as of the receipt of the complaint. For pre-paid Subscribers to whom T-MOBILE MK does not issue a monthly bill, the response to the complaint shall be provided in another manner accessible to the Subscriber.

14. T-MOBILE MK shall provide a detailed invoice to the post-paid Subscribers, for the purpose of control of the charged amounts as well as detailed overview of the realized traffic upon their request for up most 6 past months as from the day of the receipt of the request.

15. T-MOBILE MK shall undertake all necessary technical and organizational measures to protect the privacy of the Subscriber and service data in accordance with the Electronic communications law and other relevant acts.

T-MOBILE MK is giving information for the name, surname and subscriber number of the Subscriber as part of the service for recording the phone numbers of the operator's subscribers. Changing Subscriber's data is performed only upon Subscriber's written request by filling a prescribed form. The Subscriber may request use or cancellation of certain supplementary service, value added services and other services by provision of his/her account password.

The rule from the paragraph 2 above is not applicable only in case of a court order or order for provision of specific data issued by a competent authority.

T-MOBILE MK shall not be held responsible for violation of the privacy of the data and the consequences thereof, when the violation is not T-MOBILE MK's fault.

In case of using the services of a public mobile communication network operator in other country, the privacy protection of Subscriber data available to the operator is regulated with the laws of that specific country.

16. T-MOBILE MK is obliged to keep, process, publish, use or exchange the Subscriber's personal and traffic data, in accordance with the Electronic communications law and other relevant laws.

17. T-MOBILE MK is obliged to undertake all reasonable technical measures for fully protecting the network equipment from bias voltage, atmospheric discharges, force major etc.

18. T-MOBILE MK reserves the right to change the technical characteristics of the network and services including changes of the Subscriber number, in order to provide better quality and new services. Prior to such a change, T-MOBILE MK shall inform the Subscriber in writing or via the mass media. The information shall be done at least 15 days prior to the planned change day.

The old Subscriber number shall not be given to another Subscriber within a period of at least 3 (three) months, as of the date of deactivation.

19. T-MOBILE MK shall provide its subscribers of fixed communication services porting of the subscriber line to another address within the coverage of the T-MOBILE MK 3G network as well as within the boundaries of public communication network of Makedonski Telekom AD for the fixed and ADSL Internet

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services provided via that network, upon a submitted request to T-MOBILE MK for this purpose. Such porting is possible only if the subscriber upfront pays a porting fee and if he does not have unsettled bills for the subscriber number subject of the porting request.

The porting may be in the same or in other numbering range of T-MOBILE MK within the coverage of the T-MOBILE MK 3G network. The porting shall be realized in shortest possible time upon the submitted request for this purpose.

For porting of a subscriber line for fixed communication services, the subscriber shall pay a porting fee in the amount of the fee for installation of such subscriber line defined in the Pricelist of T-MOBILE MK.

20. T-MOBILE MK shall not be held responsible for the content of the communication transmitted by the Subscribers and users over its network.

### 3. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER

#### 3.1. Service payment

1. The Subscriber pays a fee for the access and usage of the public communication network and services of T-MOBILE MK in the period stated in the invoice, according to the prices and tariffs provided in the T-MOBILE MK Pricelist.

Not receiving or not possessing the invoice regardless of the reason, as well as submitting a complaint regarding the billed amount, does not absolve the Subscriber from the obligation to pay the invoice on time. In case of not receiving an invoice for the used services, the Subscriber shall ask for information in the specialized units within the Customer services and Sales departments and shall request issuing an invoice.

Date of payment is the date when the invoiced amount has been paid to the T-MOBILE MK account.

2. The monthly subscription and additional services fees are invoiced in advance for each month, for those tariff models for which this is applicable, according to the T-MOBILE MK Pricelist. For the realized amount of traffic for the basic and additional services used by the Subscriber, the Subscriber shall pay a fee according to the T-MOBILE MK Pricelist.

3. If the Subscriber is dissatisfied with the invoice or with another T-MOBILE MK decision, he/she may submit a complaint not later than 30 days as of the day of issuance of the invoice or the decision. A complaint submitted after the expiration of the deadline is considered invalid as overdue.

If the Subscriber is dissatisfied with the outcome of the complaint, he/she is entitled to seek protection of his/her rights before the Agency for Electronic Communications within 15 days as of the issuance of the response. If T-MOBILE MK does not respond, the Subscriber is entitled the right to seek protection of his/her right before the Agency for Electronic Communications within 35 days from the day of submitting the complaint.

4. Upon T-MOBILE MK's request, the Subscriber shall deposit a certain amount of money as an advance payment without interest, especially after the Subscriber has been disconnected due to late payment or a failure to pay, when using the roaming service, or in cases of detecting an unusually increased traffic volume over a short period of time.

5. When the Subscriber, while using his/her Subscriber line, exceeds:

- non invoiced amount of 6000 denars cumulatively in the current month; or

- non invoiced amount of 65 Eur or 50 SDR (in denars according the exchange rate of NBRM) within a 24 hour period, T-MOBILE MK may notify the Subscriber via phone, SMS or in another electronic way and request immediate payment of the amount spent by the Subscriber, reserving the right to restrict its services or temporarily disconnect the line if the payment is not made or the payment is constantly postponed.

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6. T-MOBILE MK may introduce a payment system for advanced payment for communication service usage with value card – voucher (prepaid system).

7. The Subscriber is entitled to access the directory inquiry service for the T-MOBILE MK network.

The Subscriber has the right, after submitting a request to T-MOBILE MK, to request that his/her data shall not be accessible in future to the public in the directory inquiry service and in the phone directory, which is being charged with a fee defined in the valid Pricelist of T-MOBILE MK.

8. The Subscriber has a right at any time in a written or electronic way to request additional information for his/her data that T-MOBILE MK is holding, process or use in accordance with the legal provisions in this area. The Subscriber can at any time free of charge and with usage of simple means, to withdraw or restrict the previously given consent for processing of his personal and traffic data due to marketing of the products and services of T-MOBILE MK.

9. The post-paid Subscriber of T-MOBILE MK has the right to request temporary disconnection of the subscriber line only once during one calendar year and for a period that shall not be longer than 6 months.

10. The Subscriber of fixed communication services and ADSL Internet service of T-MOBILE MK provided over the network of Makedonski Telekom AD, as well as the users of tariff models for these services have the right to request temporary disconnection of the subscriber line during one calendar year and for a period that will not be longer than 3 (three) months.

11. The Subscriber is entitled to request change of Subscriber number by submitting a written request on a special form, if that is technically feasible, for which T-MOBILE MK may request payment in line with the valid Pricelist.

### 3.2. Overdue payment of issued invoices

1. In cases of overdue payment, T-MOBILE MK is entitled to calculate a flat legal interest rate as of the first day after the deadline stated in the invoice.

2. If the Subscriber fails to pay the invoice for service usage on time, after a prior written notice, T-MOBILE MK is entitled:

- to restrict the access to its basic and/or additional services, to its Value added services and other services, except the access and usage of the emergency numbers, and/or
- to disconnect the Subscriber line and to terminate the Subscriber contract according the procedure regulated within that contract.

During the period of disconnection of the line in one way, i.e. when available for outgoing calls only, the monthly subscription fee continues to be invoiced.

In case of overdue payment T-MOBILE MK has the right to disconnect the other Subscriber lines included in the same Subscriber contract, even if the invoices for them have been paid on time by the Subscriber.

3. The reconnection of the Subscriber line after the settlement of the total indebted amount shall be conducted during 1 (one) working day after the receipt of the payment or after submitting a proof for payment of the total indebted amount by the Subscriber on the appropriate phone number published by T-MOBILE MK.

4. For reconnection, after settling all his/her overdue bills, the Subscriber is obliged to pay a re-activation fee for the subscription line which had been disconnected temporarily due to non-payment, in accordance to the T-MOBILE MK Pricelist, if the unpaid amount that caused the disconnection has been settled within 3 (three) days after the disconnection, including the day of disconnection.

If the Subscriber line has been disconnected for the first time, and the payment has been done before the due date for suspension of the line, the re-connection is done without re-activation fee.

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5. If the Subscriber fails to pay the bill within the due date, and after sending a written notice to the Subscriber informing him/her to pay the due amount in a reasonable period, T-MOBILE MK is entitled to temporarily deactivate the line for outgoing calls until the Subscriber settles the debt. During this period of disconnection of outgoing calls service, the monthly subscription fee continues to be invoiced.

If the Subscriber has not paid his/her debt within 30 days as of the day of temporary disconnection of outgoing calls service for his/her line, the line shall be suspended, and T-MOBILE MK shall cease invoicing the monthly fee to this Subscriber.

6. If the Subscriber fails to pay his/her bad debt within 3 months as of the day of the temporary disconnection of the line, T-MOBILE MK is entitled to terminate the Subscriber contract.

7. If the Subscriber fails to pay the due amount willingly, T-MOBILE MK is entitled to undertake all legal measures for direct and indirect payment of the debt as well as to initiate a court procedure for forceful debt collection.

### **3.3. Rights and obligations of the Subscriber when porting a number from and within T-MOBILE MK's network**

1. Subscriber of T-MOBILE MK can use the service for porting a number only if he/she has fulfilled the conditions for the service stated in these General Terms, upon prior submission of a request for porting a number, in accordance the conditions defined in article 1.5 of these General Terms, by which the approval of the request shall be done according to the provision of chapter 2 article 12 from these General Terms.

2. When porting a number from T-MOBILE MK's network the Subscriber is obligated to settle all his/her obligations for termination of the Subscriber contract with T-MOBILE MK. When starting the procedure for porting a number from T-MOBILE MK's network, continuity of the services shall be provided until the beginning of the time frame for transferring the number to another operator.

3. The Subscriber porting his/her number from T-MOBILE MK's network shall pay T-MOBILE MK a number portability fee in accordance with T-MOBILE MK Pricelist.

4. The Subscriber may port the ported number again to any other operator.

5. The Subscriber has the right to port or port again the same Subscriber number only after expiration of 30 days from the initiation of this service after the previous porting.

6. The Subscriber of public mobile communication services has a right to initiate a porting a number/subscriber line from pre-paid to post-paid tariff model of T-MOBILE MK by submitting an appropriate request for that issued by T-MOBILE MK, whereat the approval of the request shall be conducted in accordance to the provisions from part 2 article 12 from these General Terms.

7. The Subscribers of public fixed communication service and ADSL Internet service of T-MOBILE MK provided over the network of Makedonski Telekom AD may not use the number portability service from and to the network of T-MOBILE MK due to technical constraints.

### **3.4. Other obligations of the Subscriber**

1. The Subscriber is obliged to the following:

- a) to use the communication services for personal needs, in line with their intended purposes and in line with the Fair Usage Policy of T-MOBILE MK, to refrain from disturbing other Subscribers, to refrain from giving communication services to others and to refrain from usage of the Subscriber line for aims contrary to the Electronic communication law and other laws or acts, as well as contrary to the conditions contained in the Subscriber contract;
- b) to disallow any usage of the Subscriber line for disturbing or false calls

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- c) to refrain from any activities which might disrupt the network integrity or cause damage of the public communication network;
- d) not to disclose his/her encoded data for identification (PIN and PUK numbers, SIM numbers, user ID, password, etc.) to third parties. For damages caused by disclosing these encoded data by his/her fault, the Subscriber is personally responsible;
- e) to respect each instruction and information from T-MOBILE MK with regards to service and equipment usage, in order to obtain a quality service;
- f) to protect the SIM card and other communication equipment that enable connection on public communication network from damaging;
- g) upon T-MOBILE MK's request to return the SIM card and other communication equipment that enable connection on public communication network for its change, control, when terminating the Subscriber contract, as well as when transferring the Subscriber line to a third party;
- h) upon T-MOBILE MK's request to allow control of the proper functioning of the phone and other terminal equipment used by him/her.

#### 4. RESTRICTION OR DISCONNECTION OF ACCESS

1. T-MOBILE MK may without consent from the Subscribers temporarily restrict or disconnect access to the public communication services in the following cases:

- a) if the Subscriber fail to pay the invoice for the usage of the services in the period stated therein, until its full payment;
- b) if the Subscriber is using his/her the Subscriber line and the corresponding communication services for giving communication services to other users for a certain fee, without a signed agreement for T-MOBILE MK;
- c) if it is detected that the Subscriber has obtained the Subscribers line on a illegal way;
- d) if that is needed for reconstruction, modernization, maintenance or in case of technical disturbances or faults in the network, till the competition of the work or termination of the disturbances;
- e) if some technical errors or deficiencies have been detected in the Subscriber's terminal equipment or installations, until their removal;
- f) if the Subscriber disallows control of his/her terminal equipment or installations, until the completion of the control;
- g) if the Subscriber uses unapproved terminal equipment, till its replacement with equipment approved by the Agency;
- h) if the public communication service is used or planned to be used for objectives inconsistent with the Electronic communication law, its bylaws or other laws or acts, as determined by a competent body;
- i) if the public communication service is used or is planned to be used for objectives not in accordance with the conditions from the Subscriber contract;
- j) If the public communication service is used opposite the provisions of the Fair Usage Policy of T-MOBILE MK;
- k) due to a due debt after the porting of the number in T-MOBILE MK's network, as well as if the Subscriber does not settle the one time number portability fee and the other bills, the operator from which network the number is being ported in T-MOBILE MK's network has the right to request T-MOBILE MK for termination of the services to the Subscriber with ported number, until the commitments are settled.

2. During the period of temporary disconnection in the cases enumerated in this article, the Subscriber remains responsible for payment of the monthly subscription fee.

3. T-MOBILE MK shall inform the Subscribers and the Agency for Electronic Communications via SMS, electronically, in written or via the media, in cases of temporary restriction or stoppage of the access to the

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communication services determined in article 1, line d) and e) of this chapter, when such restrictions/ stoppages last more than 30 minutes. This information should be sent at least 48 hours before the planed access restriction or stoppage, as well as not more than 48 hours after the interruption at restrictions or stoppages caused by technical disturbances or faults of the network.

4. During periods of temporary disconnection in the cases determined in article 1, line d) and e) of this chapter, lasting more than 48 hours on the whole territory of Republic of Macedonia covered by the T-MOBILE MK's network, the monthly subscription and additional services fees will be decreased proportionally to the time of the interruption.

5. In case of planed technical projects, which mean intervention on the network and the equipment longer than 30 minutes, T-MOBILE MK will send timely information to the Subscribers and the Agency for the causes of the disconnection, the period of the disconnection and the reconnection.

## 5. DISCONNECTION OF A SUBSCRIBER

1. T-MOBILE MK may restrict the access to its services and/or to disconnect a Subscriber from its communication network only in cases when the Subscriber did not fulfill its obligations or did not act in accordance with the contractual conditions.

2. In case of breach of contractual provisions, T-MOBILE MK shall inform the Subscriber in written that he/she is to fulfill the contractual obligations in the period stated in the written information.

3. T-MOBILE MK shall not inform the Subscriber for the disconnection in written, if he/she:

- a) causes an instant and serious threat for the public order, security, health and the environment, or
- b) causes great material or operational damage.

4. If technically feasible, T-MOBILE MK is entitled to restrict the Subscriber's access only to those services for which the contractual obligations have been breached, except in cases of misuse established by a competent state body or continuous delay in invoice payment i.e. non payment of the invoices, when the access to all the services shall be restricted for the Subscriber.

## 6. LOST OR STOLEN SIM CARD

1. In case of losing or having the SIM card stolen, or partially or completely damaging it, or in case of a doubt that the Subscriber's personal code number has been delivered to third parties, the Subscriber is obliged to inform T-MOBILE MK immediately so that the line can be temporarily disconnect for incoming and/or outgoing traffic.

2. After receiving the information, T-MOBILE MK shall disconnect the Subscriber's line for incoming and/or outgoing traffic. The Subscriber is personally responsible for all calls and services performed through the Subscriber's line until submitting the information in T-MOBILE MK.

3. In case of deactivation of the Subscriber line according to article 2 from this chapter, the Subscriber's liability for monthly subscription payment and other obligations arising from the Subscriber's Contract continue. This liability ends 30 (thirty) days after the lost or stolen SIM card has been disconnected (deactivated) by the authorized T-MOBILE MK departments, if the Subscriber has not requested SIM card replacement during that period. If the Subscriber fails to request replacement of the lost or stolen SIM card, after the expiration of the mentioned 30 days period, T-MOBILE MK is entitled to terminate the Subscriber Contract whereat it shall be seen as termination by Subscriber fault.

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4. The Subscriber reimburses the cost for SIM card replacement and reconnection to the network according to the T-MOBILE MK Pricelist.

## 7. TRANSFERRING THE RIGHT OF SUBSCRIPTION LINE USAGE

1. The Subscriber may transfer the right of subscription line to another Subscriber determined by him/her, if that person fulfils the subscription conditions, and delivers the necessary documentation as stated in article 1.2, paragraph 2 and 3 and for fixed communication services if possible within the coverage of the T-MOBILE MK 3G network or public communication network of Makedonski Telekom AD for the services provided over that network on the territory of Republic of Macedonia .

2. The Subscriber should settle all monthly invoices issued for that line so far.

3. The Subscriber should pay the line transfer fee as stated in the T-MOBILE MK Pricelist. This fee is not charged in the following cases:

- a) when transferring the right to a husband/wife or other inner family members (parent, child);
- b) when transferring the right in case of the Subscriber's death;
- c) when transferring the right in case of termination of the legal entity - Subscriber (liquidation or bankruptcy);
- d) when transferring the right in case of status changes of the legal entity (separation, conjunction) and
- e) when transferring the right from legal to private entity or vice versa when the private entity is founder or partner in the legal entity.

4. Transfer of the right of use is done by adding an annex to the subscription contract that is contracted between T-MOBILE MK, the Subscriber and the Subscriber-successor in which all other obligations for the Subscriber-successor are stated (debt, loyalty contract, tandem lines, etc.). Together with the signed annex the Subscriber-successor shall receive a copy of the valid standard subscriber contract of T-MOBILE MK which provisions shall be applicable for the Subscriber-successor.

In case of transferring the subscription due to the Subscriber's death, the Annex to the contract is replaced with a written request from the legal successor who posses the SIM card for overtaking the subscription line together with a death certificate. In that case, the Subscriber-successor must sign a statement that he/she shall overtake all the obligations (debt, loyalty contract, tandem lines, etc.).

Together with the signed statement the Subscriber-successor shall receive a copy of the valid standard subscriber contract of T-MOBILE MK which provisions shall be applicable for the Subscriber-successor.

Before signing the annex or the statement, all unsettled monthly invoices and expenses incurred in the current month until the signing of the annex or the statement shall have to be settled by the Subscriber-successor.

The Subscriber - successor will be obliged for payment of the monthly invoices issued after signing the annex.

The Subscriber - successor shall be jointly liable for payment of all expenses that have been made by the previous Subscriber, but possibly invoiced with delay, or invoiced but not paid by the Subscriber.

## 8. CHANGES IN THE SUBSCRIPTION CONTRACT'S TERMS AND CONDITIONS BY T-MOBILE MK

T-MOBILE MK is entitled to change the terms and conditions of the Subscriber contract, by previously informing the Subscriber. T-MOBILE MK shall notify the Subscriber not longer than 30 days prior to the introduction of any change in the terms and conditions of the subscription contract.

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It is considered that the Subscriber has agreed to the changes in the terms and conditions of the contract, if within 30 days after receiving the notification, the Subscriber has not informed T-MOBILE MK in writing that he/she terminates the contract.

Not receiving such a notification does not absolve the Subscriber from settling his/her due but unsettled payments or from fulfilling those obligations of the contract which have been due prior to the change in the terms and conditions of the Subscriber contract.

The change of the conditions in the Standard subscriber contract which are result of an act of the public authority shall not be considered as changes conducted by T-MOBILE MK and such changes shall not be justified reason for unilateral termination by the Subscriber (ex: due to change of prices of services as result of the legal change of the VAT for electronic communications, etc.)

## 9. FORCE MAJOR

1. Services provided by T-MOBILE MK may be terminated due to a Force Major.
2. Force Major is an event beyond the will of T-MOBILE MK, the occurrence of which could not have been foreseen nor prevented, and owing to which the fulfillment of contractual obligations has become difficult or impossible, including, but not limiting to: natural events, social events (strikes, disorders, wars), public authorities actions, disruptions in the system functioning.
3. T-MOBILE MK does not have any responsibility towards the Subscriber because of termination of its services, due to a Force Major.

## 10. TERMINATION OF THE SUBSCRIPTION STATUS

1.1 The Subscriber may terminate the subscription contract, by previously settling all its payment obligations towards T-MOBILE MK.

Termination of the contract is performed personally, using the appropriate forms, of which after signing by both parties, one copy is given to the Subscriber. When the Subscriber terminates the contract, he/she is obliged to return the SIM card and other communication devices in possession of T-MOBILE MK.

After the contract termination, the Subscriber is still liable for all expenses incurred by him/her but possibly invoiced with delay, or invoiced but not paid by the Subscriber.

As exception of paragraph 2 from this article, termination of the contract for the purpose of porting a number from one operator's network to another operators network, may also be done by the operator in which network the number is being ported, which has been authorized for that purpose by the applicant by signing and submitting a request for concluding a subscriber contract for porting a number.

1.2 T-MOBILE MK may terminate the subscription contract:

- 1) if the Subscriber fails to fulfill the obligations in accordance with the provisions of the General Terms and the Subscriber contract;
- 2) if the public communication network is being used or is intended to be used for purposes contrary to the provisions of the Subscriber contract;
- 3) if the Subscriber is using the Subscriber line and communication services for providing communication services to third parties for a compensation, without previously concluding an appropriate contract with T-MOBILE MK;
- 4) when a court decision erases the Subscriber from the corresponding register;

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- 5) in case of the Subscriber's death, if the subscription is not transferred to another person (legal successor) within 6 months;
- 6) in case of bankruptcy, liquidation or insolvency of the Subscriber – legal entity, if the subscription is not transferred to another person within 1 month as of sending written notice by T-MOBILE MK
- 7) when the Subscriber misuses the communication services for purposes contrary to the Electronic Communications Law, the regulations based on the Electronic Communications Law and other laws and regulations provided by the authorities.
- 8) in case of Subscriber line inactivity in the prepaid system, after the expiration of the validity period of the voucher.
- 9) if T-MOBILE MK is not able to provide services more than 6 months due to Force Major.
- 10) in case of termination of the Agreement on which basis it provides the fixed telephone line and ADSL Internet service via network of Makedonski Telekom AD.

In the cases stated in point 1 through point 8 from the previous paragraph it shall be considered that the Contract is terminated by Subscribers fault whereat he/she shall be obliged to pay all the contractual payments.

### Closing provisions

1. The General Terms shall be applied upon their publication on the T-MOBILE MK official web site [www.t-mobile.com.mk](http://www.t-mobile.com.mk), and will apply to all Subscribers who are end users of T-MOBILE MK public communication services.

T-MOBILE MK may change and/or amend this General Terms, particularly if market conditions or legal regulations impose so.

These General Terms and their amendments are accessible on each T-MOBILE MK point of sale and on the official web site [www.t-mobile.com.mk](http://www.t-mobile.com.mk).

2. Based on previously defined terms and conditions, the Subscriber may conclude additional commercial contracts for using T-MOBILE MK services, in which, rights and obligations different from those in the General Terms may be set forth.

01.08.2010, Skopje

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