

VODAFONE ALBANIA
GENERAL TERMS FOR PROVISION OF PUBLIC MOBILE TELEPHONY
SERVICES TO THE SUBSCRIBER

PREAMBLE

These general terms together with the subscription application form to Vodafone network, and the services tariffs according to the tariff plan selected by the subscriber, and signed by both parties shall comprise the “Contract” between Vodafone Albania Sh.A (hereinafter referred to as Vodafone) and the applicant, either natural person or authorized representative of the legal entity (hereinafter referred to as “Subscriber”). These General Terms shall be read and interpreted in close connection with the other special terms and conditions applied by Vodafone and published for the Subscribers, for other services, products and offers.

1. DEFINITIONS

- a) VODAFONE ALBANIA SH.A. is the joint stock company of the same name, incorporated as a legal entity with the Trade Register before the Tirana District Court with No. 25766, dated 10 May 2001 upon the decision of Tirana District Court bearing the same number and date.
- b) ‘Subscriber’ is the individual, natural or legal person that has entered the Contract.
- c) ‘Prepaid subscriber’ is any subscriber that has chosen the prepaid payment alternative for the services benefited.
- d) ‘Authorization’ includes the General Authorization and the Individual Authorizations granted to the GSM Mobile Telephony Operator in the Republic of Albania – Vodafone Albania, issued by the Authority of the Electronic and Postal Communications, in the understanding of the laws in force.
- e) ‘Services’ are the basic services of voice/SMS communication and data transfer from one end point to another in the Vodafone network depending on the tariff plan chosen, offered by Vodafone in compliance with the relevant Authorization.
- f) “Serious violation of the contractual obligation” shall be a violation causing or that might cause harm to the other subscribers/users or to Vodafone, except for the harm caused from violation of the obligations in the cases of ‘Force Majeure’.
- g) “Systematic violation of a contractual obligation” is a violation that has occurred two or more times within the reporting period according to the type of service offered.
- h) “Call charge’ is the predetermined amount in accordance with the price-list paid by the subscriber for use of the services.

- i) 'Connection charge' is the amount that the Subscriber pays for the connection to and registration in VODAFONE network on the acceptance date of the subscription application form.
- j) 'Fixed monthly charge/fee' is the amount charged by VODAFONE to the Subscriber every month postpaid for keeping the subscriber connected to VODAFONE network in compliance with the price list, from acceptance date of the subscription application form.
- k) 'Subscriber taxes for use of mobile telephony' are the taxes paid to the Albanian state on the basis of the legislation in force.
- l) 'Subscriber card' or 'SIM Card' is the card that contains the necessary microprocessors and data of the connection in order to make possible the connection of the Subscriber terminal equipment to Vodafone network. SIM Card is placed inside the terminal equipment via a special slot, allows connection, communication and use of the activated cellular mobile telephony service.
- m) 'Connection' is the connection of the subscriber terminal equipment to the system.
- n) 'Interruption/blocking' (hereafter used together or separately) is the temporary deprivation of the right of the Subscriber to use the services provided by VODAFONE and of the number given to it, with the right to use these services again under certain conditions.
- o) "Promotional Offer" are the offers made at the discretion of Vodafone which are not included in the basic tariff plan, offered for the Subscribers against a certain price, which might contain, without being limited to, minutes (national, international or inside the group/network) SMS, MB/GB Internet.
- p) 'Disconnection/termination' is the subscriber's final loss of the right to use the services provided by VODAFONE as well as the call number given to the subscriber.
- q) "Other (additional) services" are the services including but not being limited to roaming, value added services (VAS), etc. offered by Vodafone regulated by these general terms and other additional conditions published by Vodafone from time to time.
- r) 'International calls' are calls made to fix or mobile telephones abroad.
- s) 'Titles' are the description of the articles of the General Terms which serve only for orientation purposes and do not affect interpretation of their contents.
- t) 'Tariff plan' is the list of prices of the services offered (enclosed to this Contract)
- u) 'Initial period' is the minimum contract duration period of twelve (12) months or 24 (twenty four) months of the contract.

2. ACCEPTANCE OF THE SUBSCRIPTION APPLICATION

- a) Any individual, physical person or legal person has the right that within a reasonable period of time from the submission of the application form and according to the order in which the application forms are submitted, to use freely and without discrimination the telecommunications services provided by VODAFONE.
- b) Vodafone is entitled to take from time to time objective and impartial measures in order to confront the risk of bad debt and which measures must be proportional to the existing risk and the legislation in force.
- c) VODAFONE is obliged to provide only those services and for the area of coverage according to the provisions in the Authorization and the Decisions issued by AKEP, in compliance with the Law and the Regulations in force and these Terms and the subscription application form under the condition that the latter has been legally signed by the Subscriber in compliance with the law and has been accepted by VODAFONE.
- d) VODAFONE is entitled to request, during the pre-contractual stage, supporting documentation on the address and identity of prospective subscribers such as photocopies of ID Cards, passports, telephone or electricity passbooks or other related documents in the case of physical persons and documents proving true identity in the case of legal entities and may also request the use of information legally maintained it at any time such as tax return forms or similar documents in order to verify the credit standing of the Subscriber so as to take credit decisions or to act accordingly so as to prevent or verify punishable acts.
- e) Subscriber shall not be liable to pay any amount prior to the execution and signature of the contract by both parties.

3. CONNECTION TO SYSTEM/PROVISION OF SERVICES

- a) In accordance with above terms VODAFONE shall perform initial connection in its network not later than 3 (three) calendar days and maintain the Subscriber's terminal equipment's connection with the system and shall make every effort to provide its service to the Subscriber until termination of the Contract except for cases provided in Article 13.
- b) Vodafone guarantees that the quality of services offered and coverage will be in compliance with the legislation, the regulatory standards in force of AKEP and the Authorizations that Vodafone holds. However, the quality of service and their provision is affected also by other factors that are outside of the control of Vodafone (e.g. distance from base station, atmospheric agents, capacity of terminal equipment etc.). Internet speed used with the end equipment may vary due to many factors, including outside factors therefore Vodafone cannot guarantee maximal transmission speed for internet at any time. Vodafone publishes the service quality parameters according to stipulations of AKEP and they may be accessed on www.akep.al or by calling Customer Care.

- c) Vodafone shall give the Subscriber a SIM Card which will enable use of the services offered and shall notify the subscriber of the call number corresponding to his connection and shall provide a leaflet with instructions on how to use the services offered.
- d) Upon delivery of the SIM Card, the Subscriber acquires the right to use the information contained on the SIM Card for contractual purposes. It is hereby expressly agreed that the Subscriber does not acquire the rights and information contained on the SIM Card. Where defective cards are delivered VODAFONE is responsible solely for their replacement except where these defects are due to the deliberate or negligent acts of the Subscriber.
- e) All communications conveyed through the SIM card will be considered as made by the subscriber himself or with his approval/consent. Consequently, the subscriber will be responsible according to these terms and the laws in force for use of his SIM card.
- f) The Subscriber is liable civilly or criminally for use of the SIM card in breach of these Terms and Law and is responsible as well as for loss, theft, total or partial destruction to compensate Vodafone for any damage caused.
- g) In all cases above as well as in the case where the quality of the SIM card deteriorates for reasons that do not depend on Vodafone, the Subscriber is obliged to notify Vodafone immediately and to return the SIM card also mentioning the Subscriber number which corresponds to the SIM card. VODAFONE shall replace the SIM Card and depending on the case shall reconnect the Subscriber to the System charging the Subscriber with the price of the SIM Card replacement in accordance with the Price List in force at the time of reconnection.
- h) Notification of the call number to the Subscriber does not involve the transfer of any right over that number. The Subscriber is the exclusive responsible person for using the number given in use in compliance with these Terms and the laws in force. Any termination of the contract or interruption hereof due to any reason shall automatically involve the re-transfer of the right to use the call number available to the Subscriber remains with VODAFONE as well as all other usage rights relating to the call number. This re-transfer shall occur automatically without the need for any notification or written statement from either contracting party. VODAFONE has the right to assign usage rights over the call number where required for reasons related to the proper and uninterrupted operation of the system, for technical reasons or reasons related to the application of the legislation then in force or reasons related to the state needs. In the case where one or some call numbers remains unconnected or cease to be connected for any reason for a period of six (6) consecutive months, VODAFONE may withdraw it and reassign it to a third party without being liable.
- i) On the date of cessation of connection of such a call number the validity of the contract relating to the number shall expire.
- j) Regardless the provisions hereto, the Subscriber is subject to the rights provided by the legislation and the regulatory framework in force, including the right of porting the

number given by VODAFONE to another undertaking of the electronic communications in the Republic of Albania and using of the services of such other undertaking, according to the respective regulatory framework on number portability. Porting out will terminate the Subscriber's Contract with VODAFONE but will not end contractual obligations already existing.

- k) To guarantee that the services offered to the subscribers shall not be affected by a small group of users or due to a certain promotional offer, which increase request for network resources (e.g. use of higher transmission capacities or higher volume of calls for long periods) VODAFONE shall continuously control the performance of the network. These users might experience limitations in peak moments, in case of over saturation of network capacities and in other objective cases that are not stipulated by the law.
- l) The service subject to the provisions of this contract does not guarantee "calls over the internet" or "file sharing". VODAFONE, in its discretion, may offer these services through the certain tariff plans, which shall be notified to the subscriber case by case in compliance with the legislation in force and shall be subject to special conditions.
- m) Except as provided for in the Contract, VODAFONE shall publish and make transparent the information necessary for all conditions that restricts access to and/or use of the services offered to the subscriber, to the extent allowed by the law in force, as well as any other information for potential restrictions applied for the use by the subscriber of the end equipment.

4. TARIFFS/CHARGES

- a. VODAFONE shall determine the content of invoices under the condition that it has adequate information about the Subscriber in order to define the basis for calculating the amount to be charged in relation to the Services provided per type of Service including the time of each call in the case of Services for which prices vary in relation to their usage.
- b. For each call made, the Subscriber is charged in accordance with the price list effective from time to time. Vodafone shall invoice the subscriber in compliance with VODAFONE price list and tariffs and agreed in the contract at the Contract signature date or their changes/modifications.
- c. Measurements and respective invoicing by VODAFONE are final, without prejudice to the right of the Subscriber to complain. If Vodafone applies a minimal tariff per each session during the use of the equipment and this session ends for whatever reason, VODAFONE reserves the right to apply again the minimal charge/tariff in case that the connection is re-established.
- d. Any group of 160 characters (or part thereof) of each SMS, shall be charged as a separate message. SMS-s shall be charged on the basis of the volume of the data sent.

- e. Services and their tariffs, offered by VODAFONE and accepted by the subscriber, are presented in the Annex hereto and they are integral part of the Contract signed by the parties.
- f. Tariffs and services are subject to amendments, which are set out and published according to the provisions of the laws in force.
- g. Change in the contracted services (partial reduction by VODAFONE of the services and/or their quality) and the tariff increase for one or more services above the level presented in Annex 1 at the time this contract is signed, shall be considered as modification of the contract terms, and VODAFONE shall notify the subscriber at least 30 days prior to their entry into force.
- h. Tariffs increase is applied only after the subscriber notification process by VODAFONE is completed:
 - i. Via individual notification (it may also be an SMS or Call Centre – Customer Care) at least 30 (thirty) days prior to their entry into force, in case the tariffs increase is applied by the operator. Individual notification shall include the address where the tariffs increases are published, in case the notification does not include sufficient details related to the changes applied.
 - ii. Via public informing means not less than 7 (seven) days prior to their entry into force and such notification shall be made not less than 3 (three) days in succession, in case the tariffs increase is approved by AKEP through a special decision.
- i) Reductions in Charges may become effective immediately.
- j) VODAFONE reserves the right to define the terms and conditions on Subscribers participation in the promotional offers. Promotional offers are notified to the Subscriber via public information means. Purchase of offers may be through one or some means (including without limitation to online applications) availed to the subscribers by VODAFONE and under its full discretion.
- k) Upon termination of the subscription and after the initial period, or when certain services are not provided any longer, the reasonable guarantees imposed by Vodafone and given by the subscriber shall be returned interest free to the Subscriber, when the subscriber has no debts to Vodafone, which are paid out from the respective guarantee.

5. MANNER OF PAYMENT

- a) The Subscriber is obliged to pay Vodafone either in advance or following the provision of Services the following charges
 - i. the connection network fee (prepaid)
 - ii. the fixed monthly fee (postpaid) which is proportional to the number of days of use of the service until the end of the calendar month.

- iii. the charges for all calls and SMS, data communications as well as charges for additional services provided by Vodafone and which are analyzed in detail in the tariff plan chosen by the subscriber, enclosed to the Subscription Contract in Annex 1.
- iv. Every non-liquidated liability upon termination of the contract, including any reimbursement of the cost in connection to the end equipment, when the latter are part of the tariff plan chosen by the subscriber.

Vodafone shall invoice the service on monthly basis. The Subscriber is obliged to pay within the time-term specified in the bill either in cash or bank payment or credit card or other means of payment. The bill is issued and handed to the subscriber at his domicile address or at the address specified by the subscriber, officially (via mail or on person) and not later than 15 (fifteen) calendar days prior to its payment term. The Subscriber shall be deemed to have been duly informed as of the moment when the monthly bill has been consigned as above.

The bills are issued according to the tariff plan in force and include all fixed charges, charges for basic services and additional services. Bills are full proof of the Subscriber's liability to VODAFONE. The Subscriber may liquidate invoices in VODAFONE shops, through bank institutions, through other payment instruments or by any other means that is notified to the subscriber from time to time from VODAFONE in the respective bill or through public communication means. The Subscriber expressly waives all manner of pleas relating to the amount in the monthly bill issued where not challenged in writing sent to VODAFONE within the legal payment time-terms.

- b) In case the Subscribers fails to pay the bill within the time-term specified in the bill:
 - VODAFONE is entitled to undertake restrictions measures according to the provisions of the Article 14.
 - Subscriber shall pay the overdue interest at 0.5% of the outstanding monthly invoice for any delayed day from the date on which the sum became due as specified in the bill.
- c) With regard to the aforementioned sums the Subscriber shall be paid the value added tax and tariffs/taxes of mobile telecommunications according to the legislation in force.
- d) In the case of payment of the bill using direct debit from a bank account Vodafone bears no liability for the date of activation and operation of the direct debit order.
- e) VODAFONE shall enable the bill free of charge to Subscriber information on the basic bill including:
 - fixed monthly fee,
 - tariffs for each service;

- payments calculation;
- fiscal obligations;
- address and bill's liquidation term;
- penalties/sanctions in case of nonperformance of obligations (interest rate, interruption of services, limitation of services, incoming calls and outgoing calls of free numbers, termination of the contract by Vodafone)
- detailed traffic according to number called and calls' duration for local, national and international traffic;
- payment for any communication conducted;
- contact number of VODAFONE for the Customer Care regarding the information on the invoice.

Vodafone will send to the subscriber the above-mentioned bill printed only in case this is required expressly by the subscriber.

6. MAXIMAL CREDIT LIMIT

6.1 VODAFONE is entitled to determine for each Subscriber the maximal credit limits and retains the right to readjust them in case the Subscriber passes from one tariff plan to another. Where this credit limit is exceeded by the Subscriber, VODAFONE is entitled:

- a) to interrupt/block the services provided;
- b) to issue an invoice immediately payable for the monies due;
- c) to require the immediate payment of a guarantee by the Subscriber up to two times the level of the bill at that moment and where the Subscriber does not comply with the above obligations to terminate the provision of all Services to the Subscriber. Maximal credit limit for the invoiced and non-invoiced services is the total amount of the guarantee provided by the Subscriber.

6.2 Subscriber for the cost control purposes shall be entitled to request Vodafone to set maximal credit limits.

7. ACCESS TO INTERNET

7.1 The Subscriber shall not use the Service for:

- a) illegal purposes, to post, upload or transmit messages, information or photos of inadequate content or of pornographic content, threatening, racist, insulting, defamatory; , meant to harms, threaten or violate the rights of other, to spread viruses or to engage into any other behavior intended to hinder other users to use and freely enjoys the Service;

- b) to allow access for under aged to pornographic programs or other inadequate programs and/or internet addresses;
- c) to violate the intellectual property rights of another person, including copyright, to violate the privacy and personal data;
- d) to harm VODAFONE brand and its reputation;

7.2 The Subscriber shall be held responsible for any misuse of the Service as above, even when the service has been used by a third party. VODAFONE shall cooperate with the respective executive bodies for any investigation or violation of safety of the network and it reserves the right to disclose to and provide these authorities with any information, including personal data of the subscriber, according to the provisions of the law.

7.3 The content is provided for the subscriber “as it is” and VODAFONE does not offer any direct guarantee in relation to it, including here, the expectation, accountability, deadlines, accuracy, completeness and safety of the contents, to the extent provided by the laws.

7.4 Upon signing of the contract, the Subscriber accepts that:

- a) VODAFONE shall not be held responsible for transmission and legitimacy of the content of communication offered by third parties on VODAFONE network;
- b) VODAFONE does not have any control and is not held responsible for any loss or damage that might result from use of and/or the internet pages or the contents reached through the Service.

7.5 Vodafone has the right to suspend provision of the Service with no preliminary notification for reparation or maintenance, due to defects or damage to the network, in compliance with the legislation in force, the other provisions of the Contract, from time to time or if required by the law.

8. CONFIDENTIALITY OF TELEPHONE COMMUNICATIONS AND USE OF PERSONAL DATA

Vodafone is obliged to ensure the confidentiality or confidential character of information or communications regarding the Subscriber in accordance with the requirements of the legislation in force and this contract. Specifically:

- a) Vodafone shall not check or reveal the personal data, or the content of any communication made through the use of the VODAFONE network, except where inspection of those messages is necessary as part of its regular maintenance activities or stipulated in the legislation in force.
- b) Vodafone shall not reveal, transmit or process the Subscriber’s personal data, including (but not limited to) data on amounts spent or numbers called by the Subscriber for purposes other than those for which the data was acquired, save where such disclosure,

transmission or processing is necessary and is directly connected to the provision of Services and/or the fulfillment of this contract, as well as when it is stipulated in the legislation in force. The Subscriber may be informed at any time about the numbers called by himself.

- c) Vodafone shall collect, process and disclose the Subscriber's personal data for the performance of this contract for the permitted business purposes as defined by VODAFONE. The collection of personal data such as: name, surname, personal identification number, date of birth, gender, a photocopy of the identity document and address of residence is mandatory for registration and connection to the network. Other contact details are deemed to be voluntary data to benefit from customer care services. By signing this contract, the Subscriber agrees that VODAFONE shall process and disclose his data for business purposes, including (but not limited to) processing of Network Subscription Application Forms, providing products and services to the Subscriber, keeping transaction accounts, producing invoices and providing customer care related services (including sending invoices through the postal service), credit control and reporting, establishing a database of debtors with outstanding liabilities and collecting outstanding contractual liabilities through third parties on behalf of VODAFONE, establishing and hosting data centres and service platforms, conducting analysis of studies for business information and marketing purposes, Subscriber profiling, product and service development, restructuring or reorganizing of VODAFONE's business, security of VODAFONE network and information, protecting VODAFONE assets and rights, including intellectual property rights and trademarks, employees and customers from criminal activity or other activity that might cause harm, compliance with any legal and regulatory requirements regarding legal proceedings, including defending any legal actions brought against VODAFONE and disclosing of data to third parties in order to collect unliquidated liabilities in the event that the contract with the Subscriber is terminated for this reason.
- d) VODAFONE or its agents may from time to time contact the Subscriber via mail, telephone, e-mail or SMS regarding the service provided and accepted by the Subscriber (e.g. but not limited to: provision of assistance or telephone secretary service, state of messages or payments receipt, card blocking, etc.). Upon prior consent of the Subscriber, VODAFONE may contact the latter via mail, telephone, e-mail or SMS regarding details of services and new products that VODAFONE offers. In case that the Subscriber decides not to receive any more communications of such nature, he may ask so at any moment and free of charge by contacting the Customer Care service to make the appropriate modifications, upon request in stores or through applications that VODAFONE has created for its Subscribers.
- e) Upon prior consent of the Subscriber, VODAFONE may publish one or several details from his personal data limited to his name, surname, telephone number, address and other data contained in the public phone directories used by VODAFONE, or even transfer these data for publication to any other public operator of telecommunications stipulated by the law or upon AKEP's decision for publication of the phone directory. The Subscriber is entitled at any moment to verify and correct his personal data that are taken and published in the telephone directory.

- f) In order to meet the terms of this contract, VODAFONE as a part of Vodafone Group Plc. has the right to share databases and services platforms where the Subscriber's personal information is held with other Companies of Vodafone Group Plc. and those databases and services platforms could be hosted in other countries around the world where Vodafone Group Plc. is performing its activity. VODAFONE, as a part of Vodafone Group Plc., has the right to transfer and process the Subscriber's personal data to Vodafone Group Plc., Vodafone Group Services Limited and other Vodafone Group Plc. companies, which are obliged to comply with the Vodafone Group Privacy Policy, as well as to other receivers of the personal data according to the provisions of the Albanian legislation. Moreover, VODAFONE, for the purposes of providing its services, may transfer the Subscriber's personal data internationally to countries that provide a sufficient level of security and protection of personal data according to the list approved by Decision No. 8, dated 31.10.2016 of the Commissioner for the Right to Information and Protection of Personal Data or in other countries in accordance with the requirements of Law No. 9887/2008 "On the protection of personal data" (as amended). In any event, VODAFONE ensures that there is a contract which clearly defines the obligations of the parties during the data transfer.
- g) VODAFONE undertakes to respect the confidentiality and privacy of the Subscriber and treat the Subscriber's personal information in accordance with the provisions of Law No. 9887, 10.03.2008 "On the protection of personal data", as amended, Law No. 9918, dated 19.05.2008 "On electronic communications in the Republic of Albania", as amended, bylaws issued for the implementation of the above-mentioned laws as well as for permitted business purposes. In particular, where the Subscriber's personal data are held in another country on behalf of VODAFONE, VODAFONE ensures that such transfer shall be according to stipulations of the Albanian legislation. VODAFONE shall preserve the personal data of the Subscriber in compliance with the deadlines and conditions stipulated in the legislation in force and shall make these data valid for the Subscriber upon his written request for as long as they are still available.
- h) VODAFONE shall process and secure data on the location of the Subscriber in case of emergency calls, including when prior consent has not been obtained for processing or when processing has been temporarily waived.
- i) Data on the personal identification number of the Subscriber – natural person – may be used for regenerating data by the Subscriber in the court, with the expressed consensus of the person for this purpose.
- j) VODAFONE guarantees that it does not intercept electronic communications. Interception of electronic communications is only conducted by the competent state bodies stipulated in Law No. 9157, dated 4.12.2013 "On interception of telecommunications" (as amended).
- k) In accordance with the legal provisions, regarding the personal data processed by VODAFONE, you can exercise at all times the following rights: a) the right to access personal data, b) the right to request blocking, correction or deletion of personal data, c) the right not to be part of automatic decision-making, d) the right to object and e) the right to appeal. Within 30 days of receiving your request, VODAFONE will send you the requested information or the reason for not executing your request. In any case, for the

execution of requests Vodafone may request additional information for your correct identification to prevent your information from being spread to unauthorized persons.

- l) More information on how VODAFONE collects, processes or transfers personal data can be found in the Privacy Policy published on the VODAFONE website. The provisions of this Article and those of the Privacy Policy constitute the full agreement between the parties regarding the processing of personal data.

9. USAGE OF VALUE ADDED SERVICES AND PROMOTIONAL GAMES

- 9.1 VODAFONE provides to the Subscriber through compatible terminal equipment, the Value Added Services on which it is licensed to provide based on the Authorization issued by AKEP or third parties services on which VODAFONE has entered into an agreement (hereinafter referred to as “Value Added Services”). The Subscriber, at any case, shall be entitled to accept or not the provision of the value added services in compliance with the Albanian legislation in force, these general terms and the subscription application form.
- 9.2 Value Added Service are used “as they are” and the Subscriber shall not change or intervene to modify them.
- 9.3 In case the Subscriber accepts the provision of the added value services, it shall undertake to duly use the Value Added Service. For this reason, the Subscriber expressly declares that: accepts that it shall not use the Services:
 - a) to harm children;
 - b) to provide or issue information that infringe any right of the third parties, offend the personality of third parties or infringe in any way the personal or social rights of the third parties or which is against the law;
 - c) to mislead others about the origin of the Value Added Service;
 - d) to harm on any way the reputation of Vodafone or that of the third parties;
 - e) to put at risk the security of Vodafone network;
 - f) to undertake to transmit junk mail or electronic messages (spam);
 - g) to disclose information that contains personal data.
- 9.4. Minors shall be prohibited to use the Value Added Services which are addressed only to the adults above 18 years and the Value Added Services, including the participation in games. Aiming at children protection, the provision of such services by VODAFONE and/or other providers of those services on which they have an agreement with Vodafone shall be done according to the rule on provision of those services. Vodafone shall undertake measures such as warning on the allowed age of using those services and the information on the rules of the game and their price when the Value Added Service is offered by VODAFONE.
- 9.5 The subscribers shall always have the right to participate or not in the promotional games, which will be organized according to the Albanian legislation and the rules

defined by VODAFONE. VODAFONE shall be obliged to organize the game only after the rules of game are approved by the competent bodies and published by VODAFONE.

10. VODAFONE'S OBLIGATIONS

- 10.1. VODAFONE is obliged to inform the Subscriber before signing the subscription application form of the general terms, conditions and terms of access to and use of the Services provided as determined from time to time by Vodafone the duration of the contract for the provision of system services and how it may be terminated, the rules on using the SIM Card, the tariffs, characteristics of the system, the quality of services and the area of radio coverage.
- 10.2. VODAFONE, apart from the obligations stipulated by the legislation and the regulatory framework in force and the provisions in other parts of this contract, shall also have the following obligations:
 - 10.2.1 To avail to the Subscriber a copy of the Contract in printed form, easily readable and understandable.
 - 10.2.2 Upon the Subscriber request, and when feasible, VODAFONE shall make the contract available to the Subscriber in an appropriate format to meet the needs of the blind persons.
 - 10.2.3 To provide subscriber with detailed information on the tariff plans that the Subscriber may choose, giving the opportunity to compare them, including:
 - i. Full and clear information on tariff plans and promotional or special offers such as tariffs reductions, call time, specifying among others what is included in the tariff plan/offer and what is not included in them, duration of the offers, and the effects of their exceed, including the tariffs applied.
 - 10.2.3.1 ii. Tariff system applied for the services such minimal set up, charging method after the minimal set up, charging measuring unit (e.g. seconds, time intervals, Bg/Mb/Kb etc.), tariff change depending on its duration (peak/off peak intervals) and their respective time intervals, etc.
 - 10.2.3.2 iii. Additional services included in the package chosen.
 - 10.2.4 To enable the subscriber unlimited access to emergency services, information on these services as well as phone number according to legal and regulatory stipulations in force.
 - 10.2.4.1 If the subscriber generates a call to 112 when using Wi-Fi Calling, the phone will attempt to make the call using a normal mobile network. If there's no mobile network available, the call will be routed over Wi-Fi-calling service and the emergency services won't be able to identify the subscriber's location automatically. The subscriber will have to inform on the location verbally.

10.2.5 To not refuse the connection to the network of the terminal equipment, which are in compliance with the Law no.9918 and its by-legal acts.

10.2.6 Not to impose financial obligations for the reconnections to the network if the service interruption is a result of Vodafone mistakes.

10.2.7 According to the subscription application form, to allow the porting of the number allocated in case of changing the provider/operator (number portability) and to allow the use by the subscriber of the services offered by other operators in accordance with the legislation and the regulatory framework in force.

10.2.8 To try its best to provide its services 24 hours a day 365/6 days/year, except for the cases of force majeure or in the case when Vodafone performs reparations for maintenance of the network and may interrupt services for a time period of not less than 6 (six) hours per day, programmed in such a way as to bring the least concerns possible for the subscribers, publicly notifying the latter;

10.2.9 With regard to the services limitations or interruptions, lasting for more than 30 min, Vodafone shall be obliged to inform AKEP and the subscribers. Such notification shall be given:

10.2.9.1 at least 48 hours earlier, in case of a network upgrade, modernization or maintenance

10.2.9.2 as soon as possible, but not later than 48 hours following the occurrence of the service limitation or interruption caused by the defects or damages to the network.

10.2.10 To inform the subscriber through telephone, e-mail, publication on its page or in the points of sale:

10.2.10.1 On interruptions and poor service quality offered during periodic controls, reparations or network improvements, planned tests as well as the day, duration and interruption or the poor quality of the service not later than 24 hours before its effective termination.

10.2.10.2 On limitations to provision of the service imposed by the competent authorities in extraordinary conditions, disasters or defects related to national protection and security, without relieving them of the responsibility to normalize the state within the shortest period possible.

10.2.10.3 On the danger and/or harm of safety and integrity of the network and implications to protection of privacy and of the personal data, adequate financial means for reparation and the expenses related to them in the shortest period as soon as possible.

10.2.11. To change the subscriber number for technological reasons notifying in writing (letter or SMS) 30 (thirty) days in advance.

10.2.12. To offer electronic communication services in accordance with the principles of transparency, proportionality and equality according to conditions and prices, types of technology used, category of subscribers, volume of traffic and the method of payment and other objective conditions stipulated in the full discretion of VODAFONE.

11. LIABILITY TO THE SUBSCRIBER/PROCEDURE FOR THE RETURN OF MONEY

VODAFONE is liable:

- a) where the GSM network is unable to provide telecommunications services to any Subscribers for a period longer than 24 (twenty four) consecutive hours or a except for events or force majeure. VODAFONE shall credit Subscribers with that part of the fixed monthly fee paid by them which corresponds to the period of interruption even if the interruption was beyond the control of VODAFONE;
- b) where there is a delay in excess of 3 (three) days in repairing a fault, in the case of negligent repairs of faults or unjustified Interruption in telecommunications services to users, VODAFONE is obliged to compensate Subscribers on the basis of the formula of the average monthly bills paid by a Subscriber to VODAFONE during the last half year before the fault or Interruption by the number of days of interruption in use. To the extent allowed by the laws in force, this payment represents the full and final compensation of VODAFONE against the subscriber for the delays provided in this article. This credit shall appear clearly on the bill relating to the period during which the interruption or delay in repairing the fault occurred;
- c) When after examination of the complaint of the subscriber it has resulted that Vodafone has overcharged the subscriber, Vodafone shall compensate the subscriber by deducting the overcharged amount from the fixed monthly fee of the tariff plan/service of the following month.
- d) Indemnity of the consumer subscribers, in the meaning of the Law no. 9902, dated 17.04.2008 "On Consumers' Protection" and Law No. 9918 dated 19.05.2008 "On Electronic Communications in the Republic of Albania", in the case of technical interruption, they will be done in compliance with the legislation in force, and specifically Article 41, paragraph 3 (a) and 3 (b) of the above-state Law no.9902, as well as the provisions of this contract.

12. SUBSCRIBER'S RIGHTS AND OBLIGATIONS TO USE THE SERVICES VIA THE SUBSCRIBER'S TERMINAL EQUIPMENT

Way of use of the services through the Subscriber's Terminal Equipment shall be in compliance with the legislation in force. Furthermore, the Subscriber shall:

- a) not use the Services himself or permit third parties to use the services or the equipment for harmful, deceptive, insulting, immoral or illegal purposes against third parties;
- b) not use the SIM card of VODAFONE for rerouting telephone calls or communications generated by the third parties to the other VODAFONE subscribers except with the written approval of VODAFONE;
- c) comply with the instructions of VODAFONE relating to the manner in which services, and the subscriber terminal equipment are to be used by the Subscriber, and on other matters;

- d) not provide/re-sell to third parties for profit purposes the SIM card or other services offered by VODAFONE;
- e) to give to VODAFONE all the adequate information related to personal data necessary for entering the Subscription Contract. For this reason, the Subscriber shall inform VODAFONE in writing on changes in his identifying data immediately and in any case, not later than 10 days from the moment these data have changed;
- f) to use only subscriber terminal equipment approved for the System, that are compliant with the regulatory framework in force and shall remain the only responsible for the way of use of the terminal equipment;
- g) In the event of theft or loss of the subscriber terminal equipment, the Subscriber is obliged to pay all amounts due under this contract to VODAFONE. Liability for the proper operation of the subscriber terminal equipment lies solely with the manufacturer thereof. VODAFONE shall inform the Subscriber on the operation of the subscriber terminal equipment and the points at which operation thereof is supported (service). In the case of fault to the subscriber terminal equipment used, the Subscriber shall immediately contact the manufacturer or its authorized service point;
- h) The Subscriber shall use the services in compliance with the law and the respective manual or instructions;
- i) Choosing by the Subscriber of a tariff plan or purchase of a promotional offer that includes transmission of data/access to internet shall be considered as approval for VODAFONE to configure the SIM card and the terminal equipment of the subscriber to use the transmission service of data and access to the internet. In case that the subscriber chooses not to receive the service for transmission of data and access to internet, he may ask to be provided with this service at a later moment for free, by contacting the Customer Care service to make the respective amendments.
- j) For the data service and access to internet the respective tariffs of the tariff plan chosen by the subscriber shall be applied;
- k) Subscriber, apart from the rights arising from Vodafone obligation, is entitled:
 - to change at any time the services chosen through a written notification/request or any other method as defined by Vodafone, respecting the terms and conditions of the Contract.
 - to suspend use of the services with its own will after presenting a preliminary notification of 10 (ten) calendar days prior to the desired date, against payment of tariff for reactivation at the moment of presenting request for suspension. The subscriber may request suspension of services not more than 2 times during the calendar year and during the contracted period, only if this period would be extended in compliance with certain circumstances but in any case the total value of the suspension period may not be longer than 3 months. The services suspended will be reactivated automatically by VODAFONE upon termination of the period specified in the request of the subscribers. During the service suspension period the subscriber shall have no liabilities for monthly subscription fees or tariffs for use of the service. In the case of services offered

along with or that due to their nature are closely related with each other, suspension of the service shall not be offered only for the service separately.

- to request in writing the contract partial termination only for the reasons stipulated in the contract, specifically in Article 15.
 - to be informed from VODAFONE on all proposed modifications/amendments to the subscriber contract terms and conditions within a time-term not later than 30 days prior to the date proposed for the entry into force of those modifications/amendments.
 - To cancel the contract without (preliminary) notice and without any obligation, in case it does not agree with the modifications/amendments of its terms and conditions (including the tariffs increase). In those cases, the subscriber shall inform VODAFONE, filing a written notice to Vodafone. Contract termination shall not release the subscriber from its obligations on the basis of the old/previous contract.
- l) To present before VODAFONE the written request for follow up of concerning and/or threatening calls.
- m) Subscriber, nevertheless the provisions in this contract, is subject to all rights provided by the Albanian legislation and by-legal framework in force, specifically Law no.9918, as amended and Law no. **9987** with the respective amendments, as per each case.

13. INTERRUPTION / DISCONNECTION

- a) VODAFONE may interrupt the provision of services or where it deems necessary may disconnect the subscriber terminal equipment from the network in the case of interruption due to fault in the system or amendment or improvement or maintenance of facilities or extension or corrections taking every measure to limit any possible dysfunction in the network;
- b) In the case where the Subscriber does not comply with the contract terms and conditions (excluding the case of non-timely payment of Charges due by the Subscriber) or in the case where the Subscriber acts or permits something to occur which in the reasonable judgment of VODAFONE could influence or put the provision of Services at risk, VODAFONE may partially interrupt its services (and at its discretion disconnect the subscriber terminal equipment from the network), following the written notification to the Subscriber in which a reasonable time for correction is set out. The Subscriber remains liable for all charges due during such period as Services are interrupted save where Vodafone decides otherwise. Until the final termination of the provision of the services, the Subscriber is obliged to pay all liabilities if wishes to benefit any kind of telecommunications services.
- c) In event the Subscriber fails to meet the contractual obligations within the time-term specified by Vodafone in the invoice, the latter shall have the right to interrupt the services partially and immediately on the following day by giving the subscriber a

notification with a (SMS), thus interrupting the subscriber making of incoming/outgoing SMSs and transmission of internet data/access.

- d) VODAFONE shall send to the Subscriber with no delay a written notification or through SMS/call, in order for the Subscriber to be able to meet the contractual obligations within a time period of 15 days from deadline of payment indicated in the invoice, warning him on the restricting measures that VODAFONE may undertake. In case that the Subscriber does not liquidate payments within this 15 days term from the deadline of the payment indicated in the invoice or fails to meet the contractual obligations, VODAFONE has the right to interrupt also incoming calls to the number/numbers of the subscriber.
- e) In case of failure to make payments even after interruption of the service according to provisions of points c) and d) of this Article. VODAFONE reserves the right to finally interrupt the services offered to the Subscriber, sending him a written notification (SMS or letter). In this case, the Subscription Contract shall be considered terminated after the time period of 3 (three) days from submission of the written notification at the address of the subscriber.
- f) VODAFONE is not obliged to preliminary notify the subscribers on the measures undertaken in case the contract violation evidenced by the Subscriber:
 - a. causes a serious threat to the public security, health and environment.
 - b. causes a serious physical, material or operational damage to the network.
- g) In event the Subscriber objects the amount invoiced, VODAFONE may not act according to the point d) hereto this article until reaching to a final decision when the Subscriber shall be obliged to pay within a certain period of time.
- h) If technically feasible, VODAFONE shall be obliged to limit the access not only to those services that the Subscriber has violated the terms and conditions of the contract, expect the cases when the subscriber abuses or repeatedly makes delayed payments or fails to pay the bills.
- i) VODAFONE shall not be allowed to limit the access to the use of the emergency numbers prior to the final termination of the service/contract.
- j) VODAFONE shall have the right to suspend the services in case SIM cards or Vodafone services are used for other services than those for which those services are provided to the Subscribers and for profit purposes from VODAFONE network without its consent, such as:
 - (i) to intermediate and/or transfer the data and/or the calls including but not limited to transfer of the national/international calls to VODAFONE network and/or other networks;
 - (ii) For use of the service to make calls from/to Mobile Gateway, “SIM box” or similar related equipment;
 - (ii) to redirect toward the payment the traffic of the third parties through the subscription to Vodafone services;

- (iii) to hide and/or modify the identity of the calling party for those purposes;
- k) VODAFONE may, by means of an invoice sent to the last known address of the Subscriber, recover the cost to which it went relating to the extent of performance of the Subscriber's obligations under this contract including, but not limited to, the cost entered into by VODAFONE as result of non-provision of accurate information by the Subscriber when requested;
 - l) With the exception of the cases of disconnection from the network (point 14), VODAFONE having regard to the circumstances at the time of disconnection or reconnection may impose a charge for disconnection and reconnection of the subscriber terminal equipment to the network in accordance with the laws and the price list in force;
 - m) The Subscriber shall have the right to object VODAFONE decisions or actions on access or services provision, when they are in contradiction to the terms and conditions of the contract. Objections according to the point g) hereto this article shall be done in writing within 15 (fifteen) days following the receipt of the notification on the decision or the actions committed by Vodafone. Vodafone shall decide on the appeal within 15 (fifteen) days from its making date and written notification to the Subscriber. The Subscriber shall have the right that, in compliance with the provision in the Contract on disputes resolution, to appeal before AKEP or the court on Vodafone decision.

14. CONTRACT TERMINATION BY VODAFONE

14.1 Regardless of the entirety of rights, VODAFONE may immediately terminate the contract, without payment of compensation following notice in written in any of the following cases:

- (i) in the case when the subscriber has openly, repeatedly or continually violated the contractual obligations and/or General Terms.
- (i) in the case where the Subscriber does not comply with any of the present terms or any other terms in an agreement between the Subscriber and VODAFONE.
- (ii) Except for provisions of article 13, when in any case the Subscriber fails to liquidate obligations after expiration of the deadline of 2 (two) months from the date stipulated in the invoice.
- (iii) in the case of change of name, change in legal form, bankruptcy of the Subscriber, winding up, liquidation, placing in compulsory receivership or placement in a state of cessation of payments or other similar state where an application for such has been submitted or not in the case where the Subscriber is insolvent and unable to pay creditors.
- (iv) in the case where the Subscriber permits or the Subscriber itself commits acts which could have the result of placing the provision of services at risk.

- (v) in the case where VODAFONE Authorization is revoked, expires, is cancelled, or amended in whole or part for any reason.
- (vi) In addition, in case of an indefinite duration of the contract, VODAFONE may terminate the contract by giving 30 (thirty) days prior notice.
- (vii) Failure to exercise such rights according to this Article on part of Vodafone shall not constitute waiver from exercise of these rights.

15. CONTRACT TERMINATION BY THE SUBSCRIBER

- a) During the initial period of the Contract, the Subscriber is entitled to immediately terminate this contract for a significant reason by sending written notification to VODAFONE.
- b) Following the expiration of the initial period the Subscriber may terminate the contract for any reason by sending written notification to VODAFONE. The contract termination shall become effective 30 (thirty) days after receipt of the notification by Vodafone. The significant reason for contract termination in accordance with this article are an increase in Call Charges by a percentage higher than the annual rate of inflation as announced by the Bank of Albania in December of each year preceding the increase. The Subscriber may exercise its right to terminate the contract calling into aid this significant reason within two (2) months from the announcement of the increase otherwise the Subscriber shall be taken as having accepted their increase;
- c) The Subscriber shall have the right to partially terminate the contract and without additional costs, in cases of contract amendment/replacement, if not agree with the new contract including:
 - increasing the tariff for one or more services;
 - worsening of the service quality indicators by VODAFONE;

Contract termination shall not release the Subscriber from its obligations on the basis of the old contract. In those cases the subscriber shall notify the Operator according to the provision in the Article 20.

16. LIMITATION OF LIABILITY

- a) VODAFONE cannot always and in any case guarantee that provision of services and/or products of VODAFONE object of this Contract shall be uninterrupted, safe and free of errors or that it will meet whatever specific request of the subscriber. In certain cases, quality and provision of the services is conditioned with some factors, including but without being limited to, atmospheric and geographic conditions, functional capacities of the terminal equipment, and distance from base stations or other factors outside the control of VODAFONE.

- b) The Subscriber may use the service even out of the territory of the Republic of Albania, if this has been agreed between the parties in the Contract, though access to the local loop will depend on the relationship between VODAFONE and the third operator and this does not constitute an essential condition of the services provided through this Contract. In this case, Vodafone shall apply tariffs according to the respective price list and tariff plans.
- c) To the extent allowed by the legal framework, VODAFONE shall not be held responsible for loss or damage incurred (direct or indirect), provided or not, including but not limited to loss of profit, data, revenue or business plans that may come as a consequence of:
1. Force Majeure: Force majeure shall be: war (declared or not), natural disasters, social unrest, strikes, implementation of national or local emergency plans and restriction to provision of services as stipulated by the law, acts of the Albanian authorities, or foreign authorities or community authorities with executive rights, violations of the law by the operators of the electronic communications network, or local/foreign operators or third parties (physical or juridical persons).
 2. Any illegal or unauthorized intervention of access to the network, service or the equipment of VODAFONE by the subscriber or third parties;
 3. Legal suspension or the service or Contract termination;
 4. Loss, theft or misuse of the SIM card or the end equipment on part of the Subscriber;
 5. Quality and availability of the service.
- d) With subscription of this Contract, the Subscriber recognizes and accepts that the contents of the communication may be protected by the law on copyrights, the law on intellectual property and the legal /by-legal acts for their implementation. The Subscriber excludes VODAFONE from responsibilities in this regard. The Subscriber accepts to remain responsible and guarantees that it shall not deform, adjust or modify the contents of the communication without the preliminary approval of the holder of these rights.
- e) VODAFONE shall not be held responsible for the content of the communication received/sent on part of the subscriber (including contents that hold viruses or are illegal) offered by third persons. VODAFONE does not guarantee for quality, correctness or adequacy of the contents of the communication and shall not be held responsible for any type of claim related to it. Certain types of communication contents shall remain subject to the capacity of the end equipment of the subscriber.

17. CONTRACT TERMINATION

- a) Upon termination of this contract VODAFONE shall disconnect connection of the Subscriber terminal equipment from the system.
- b) Following disconnection of the Subscriber terminal equipment from the System as a result of termination of this Contract, the Subscriber shall pay upon demand all sums referred to in detail in paragraph 5 and all Charges pending at the moment of disconnection, according to the price list. In event the contract termination is made by the Subscriber within the initial contract duration period of 12 (twelve) months or 24 (twenty four months), then the Subscriber shall pay the fixed monthly charge for the whole 12 (twelve) months or 24 (twenty four) months period as per each case.
- c) Porting of the number to another operator will terminate the Subscriber's contract with VODAFONE but it shall not end contractual liabilities already existing. The Subscriber is obliged to pay (liquidate) any liability arising from this contract prior to execution of the porting request. The Subscriber shall pay to VODAFONE all unliquidated liabilities arising from this Contract prior to execution of the porting request. The Subscriber shall meet all liabilities arising due to benefits received from the existing Contract that include telephony hand-sets or other various equipment reimbursing only the remained amount prior to execution of the porting request.
- d)

18. ASSIGNMENT / TRANSFER OF THE CONTRACT

The Subscriber may not transfer or assign its rights and obligations deriving from this contract without the written approval of VODAFONE. VODAFONE may not assign this contract to third parties without Subscriber's consent if such assignment lowers the guarantee and quality of the Services offered.

19. AMENDMENT TO THE TERMS AND CONDITION OF THIS CONTRACT

- a) These general terms together with the subscription application form to VODAFONE network, the services, quality level and tariffs according to the tariff plan selected by the subscriber, and signed by both parties shall comprise the contract between VODAFONE and the Subscriber.
- b) With regard to any amendment/replacement of the general terms, the reduction of services/quality and tariffs increase for the services chosen by the Subscriber, VODAFONE shall notify the postpaid Subscriber via individual notification (it may also be an SMS or Call Centre – Customer Care):
 - i at least 30 (thirty) days prior to their entry into force. The individual notification shall include the address where the amendments/new terms are published, in case the notification does not include sufficient details related to the changes applied;
 - ii notify the prepaid Subscriber, via public means of information not less than 7 (seven) days prior to their entry into force and such notification shall be made

not less than 3 (three) consecutive days or via SMS/phone call as in point “i” above.

Improvement of the services to the subscriber such as tariffs reduction and quality/service increase may be applied by Vodafone without necessary notification.

- c) Changes stated above shall enter into force on the date stipulated by VODAFONE, in case that the subscriber fails to notify in writing Vodafone, according to the point 19/d, it shall be considered as the subscriber accepts in silence the changes and their effects are implemented starting from the date of their entry into force without the need for their signature (of an amendment or new contract) by both parties. Parties shall have the right to sign the amendments or the new contract at any time prior to or following the entry into force of the amendments.
- d) In case the subscriber does not agree with the amendments to the terms of the contract (including the tariffs increase) specified in the point 19/b, the subscriber shall have the right not to accept the amendment/replacement of the contract and to terminate the contract by notifying Vodafone in writing or at its office prior to their entry into force. Contract termination shall not free the subscriber from its obligations based on the old contract.

20. NOTICE

The Subscriber is obliged to notify VODAFONE of all changes in the information contained in the subscription application form. Until notification of such changes all invoices and documents will be validly notified at the old address. Any notice sent by VODAFONE to the Subscriber in accordance with this contract shall be taken as having been received within 48 hours of dispatch. In particular, in relation to bills sent by mail or other equivalent means, shall be taken as having been received within ten (10) days from their date of issue. The term "day" mentioned in this contract refers to a calendar day.

21. ENTIRETY OF THE AGREEMENT

This contract comprises the entire and sole agreement between VODAFONE and the Subscriber and supersedes all other prior written or verbal agreements with VODAFONE

22. RESOLUTION OF DISPUTES

This contract shall be governed by the Laws in force in the Republic of Albania. Any dispute arising between VODAFONE and the Subscriber not resolved by friendly settlement shall be resolved by the Albanian competent courts or the competent authorities to the extent allowed by the laws in force.

VODAFONE shall accept and analyze any request of the Subscriber and shall settle any issue related to the services provisions in particular to the pricing, services quality, and services suspension, application/request for services provision or connection to network according to the provisions in the Guidelines on Disputes attached hereto. VODAFONE is obliged to keep

a file of all complaints and requests from Subscribers which will show whether they have been resolved and the time required for that.

23. VALIDITY/TERM

- 23.1 The initial duration of this contract is 12 (twelve) months or 24 (twenty four) months starting from the contract signing date by the subscriber. If the subscriber fails to notify Vodafone in writing or at its offices on the willingness to keep the contact beyond the initial duration of 12 (twelve) months or 24 (twenty four) months, the contract shall be converted into a contract of indefinite duration.
- 23.2 Either party is entitled to request the partial termination of the Contract according to the provisions hereto.
- 23.3 In event VODAFONE will provide to Subscriber with other services or tariff plans/specific offers which will contain as their indispensable element the obligation to use the services for a certain period, the rules stipulated in these general conditions shall be applicable as long as they are not against the specific conditions that shall characterize the special relation between VODAFONE and the Subscriber.

24. ACKNOWLEDGEMENT AND GUARANTEE FROM THE SUBSCRIBER

The Subscriber hereby fully acknowledges and unreservedly accepts that the general terms of the contact, together with any Vodafone price list and tariffs effective from time to time as they may be amended and adjusted by Vodafone, undertaken according to the provisions of the legislation in force and this contact, constitute the complete agreement of the contracting parties on the provision of the telecommunications services by VODAFONE and respective charges to Subscriber.

In the case of request from the existing Subscriber for re-activation to the network of other numbers, VODAFONE has not obligation to supply the subscriber with these terms and conditions.

VODAFONE shall apply provisions of “General terms for provision of the mobile telephony services to the subscriber” for the pre-paid subscriber for as long as they are applicable for this category of subscribers, publishing them according to the legislation in force.

This contact and its entire elements is prepared in 2 (two) specimens of equal value, in Albanian language, out of which 1 (one) specimen is kept by VODAFONE and 1 (one) specimen is handed to the Subscriber. Both specimens are signed by both parties.

THE SUBSCRIBER

I took full cognizance of and accept the terms of this contract.

For and on behalf of VODAFONE

signature-seal

.....

(Name-surname of the authorized representative)

Subscriber

signature

.....

(Name-surname)

ANNEX no.1:

Table of services and tariffs

This section shall present Vodafone basic and added services as chosen by the subscriber, and the respective tariffs and charging of the services.

Annex 2: GUIDELINES ON COMPLAINTS SETTLEMENT

1. Complaints may be submitted via:
 - a. number ____¹ for the “Technical defects”;
 - b. number ____ for “Billing-related complaints”;
 - c. Vodafone windows where the written statement of the complaint is received;
 - d. Mail for different complaints;
 - e. Email to the following address ecaresupport.al@VODAFONE.com ;
 - f. Mail to the official address of VODAFONE: Vodafone Albania, Autostrada Tirane-Durres, Rruga ‘Pavaresia’ nr. 61 Kashar Tirane, Albania. _____.

2. Time term for complaints submission is as follows:
 - a. Complaints for “Technical defects” are submitted at any time (24 hours service);
 - b. Complaints on quality of service provided by Vodafone shall be submitted in written by the subscriber within 15 days from receipt of the invoice for the service offered;
 - c. Billing-related complaints shall be submitted in written by the subscriber within 15 days from receipt of the invoice for the service offered;
 - d. Complaints on failure to remedy the defects shall be submitted immediately after the time-term expiry according to the respective clause in the contact;
 - e. Other complaints of any kind shall be presented as early as possible.

3. Complaints, depending on their type, are analyzed by the respective structures of Vodafone, based on the information taken from the other branches or sectors and according to the rules, their respective analysis and solution is carried out, in compliance with the terms and conditions specified in the subscription contract;

4. Time-term for the written informing to the subscriber about the conclusions of the complaints analysis according to the points 2.b, 2.c,2.d, and 2.e is within 15 (fifteen) days following their recipient;

5. Vodafone shall keep a separate register for the complaints submitted according to the points 2.b, 2.c, 2.d and 2.e., and the respective written answers according to point 4, assigning a reference number to each of them; the register of complaints includes complaints, requests or suggestions in written of the subscriber and the responses, decisions and measures taken by Vodafone that correspond to the 12 (twelve) months period.

¹ Blank areas to be filled in by Vodafone

6. Subscriber shall be entitled, in compliance with the provisions in the contract on the disputes resolution, to appeal before AKEP or to the competent court on Vodafone decision, according to provisions of Law no. 9918 and the Code of Civil Procedure.