**Rules for Provision of PRIVET Services**

**1. GENERAL PROVISIONS**

1.1 These Rules for Provision of PRIVET Services (hereinafter referred to as the Rules) shall govern the relations between a subscriber and Unitary enterprise velcom (hereinafter referred to as the Company) with regard to provision of PRIVET Services in the Company’s communication network.

1.2. The following terms and their definitions shall be used herein:

**Subscriber** means an individual using PRIVET Services who has entered into the PRIVET Service Agreement in accordance with these Rules.

**PRIVET Service Agreement** (hereinafter referred to as the Agreement)means standard form agreement with the terms and condition defined by the Company herein which are to be accepted by the Subscriber by means of affiliating with the same in general.

**PRIVET Services** mean a package of cellular mobile telecommunication services, and additional supplementary services provided by the Company subject to prepayment and in accordance with these Rules.

**Plastic Card with PRIVET SIM Card and information of subscriber number, SIM Card serial number, PIN and PUK codes** shall be purchased by the Subscriber at the Company’s sales and service centers, Company dealers’ points of sale and service.

**Application Form** means a form prescribed by the Company containing the subscriber’s data. By singing the Application Form, the Subscriber unconditionally accepts these Rules and affiliates with the same in general.

**Access Code** means sequence of letters and/or figures specified by the Subscriber in the Application Form and used for the Subscriber’s identification as prescribed hereby.

**Code Card** means original plastic card from SIM Card with PIN and PUK Codes on it.

**Wait for Activation status** meansthe Subscriber’s status prior to the initial activation of PRIVET Services.

**Active status** means the Subscriber’s status from the moment of PRIVET Services activation. The Subscriber may use all PRIVET Services provided in accordance with these Rules and service provision rules pursuant to the tariff plan of the Company. The status duration shall be defined by the amount of a Lump Sum Payment.

**Outgoing Call Barring status** means the Subscriber’s status upon expiration of Active status. Only incoming calls and messages (excluding MMS), calls to call center 411, USSD requests are available to the Subscriber.

**Blocking status** means the Subscriber’s status upon expiration of Outgoing Call Barring status. No PRIVET Services are available to the Subscriber, except for calls to call center 411 and USSD requests.

**Interruption of Service status** means the Subscriber’s status upon expiration of the Blocking status. No PRIVET Services are available to the Subscriber, services for the number shall be terminated. If in the future the Subscriber will want to use PRIVET Services, he/she should purchase new PRIVET SIM Card.

**Lump Sum Payment** means amount paid by the Subscriber at once.

1.3. These Rules shall include the provisions binding upon the Subscriber upon entering into, performance and termination of the Agreement.

1.4. The Agreement shall be entered into by means of signing by the Subscriber of the Application Form being the integral part of the Agreement. The Agreement shall come into effect from the moment of signing the Application Form.

1.5. PRIVET Services shall be provided to the Subscriber if he/she owns, has or uses a terminal (mobile phone, modem, etc.) certified with the National SystemforConformityAttestation of the Republic of Belarus.

1.6. At the moment of provision of PRIVET Services, the existing tariff plan of the Company shall be the integral part hereof.

1.7. Data transfer service quality parameters and network performance indicators at the moment of entering into the Agreement shall be described in the Annex No. 1 hereto.

**2. Obligations and Rights of the Company**

**2.1. The Company shall:**

2.1.1. upon signing the Application Form and payment of the invoice, provide the Subscriber with plastic card with PRIVET SIM Card and ensure the opportunity to connect to the Company’s communication network by self-activation by the Subscriber of PRIVET Services;

2.1.2. consult the Subscriber, at his/her request, on rules of provision of PRIVET Services;

2.1.3. inform the Subscriber via official websites of the Company www.privet.by or www.velcom.by and/or mass media of increase of PRIVET Services price within 10 days prior to the changes coming into effect;

2.1.4. provide PRIVET Services as prescribed by these Rules. List of services to be provided shall be defined by the Company. Services provided to the Subscriber upon entering into the Agreement shall be specified in PRIVET User Manual.

**2.2. The Company shall be entitled to:**

2.2.1. require that the Subscriber fulfills his/her obligations in accordance with these Rules;

2.2.2. disconnect the Subscriber from the communication network, and terminate the Agreement unilaterally in the following cases:

- in case of damage to equipment of the Company;

- in case of scheduled maintenance by the Company;

- if the Company has the reason to suppose that the Subscriber commits offence causing damage to the Company, third parties or state using communication channels and equipment of the Company. In such case the decision on suspension of communication services under agreements with the Subscriber shall be made by the commission specially set up for such purposes in the Company;

- if the Subscriber uses mobile phone with unlawfully changed ID number (IMEI);

- if the Subscriber uses SIM Cards with modified software.

Suspend provision of communication services to the Subscriber, block transmission of IP telephony traffic as prescribed by the legal acts, including governing the operation of the system for combatting irregularities in traffic transmission in telecommunication networks.

2.2.3. change the subscriber number and SIM Card of the Subscriber, including pursuant to technical requirements. The Subscriber shall be notified of such future change in advance;

2.2.4. if one Subscriber has several agreements, and debt has been created under at least one of them, the Company shall be entitled to, without notice to the Subscriber, suspend the communication services under remaining agreements until such debt is repaid, and if such debt has not been repaid, the Company shall be entitled to write off money via direct debit from balances of the Subscriber under other agreements towards payment of the outstanding debt plus penalties;

2.2.5. publish any information associated with customer services of the Company, and promotional information on information channels of the Company, transfer such information via subscriber numbers and contact information provided by the customer both during the term of the Agreement and after termination thereof;

2.2.6. automatically open access to communication services not included into the current package of services of the Subscriber by publishing the appropriate notice on the official websites of the Company www.velcom.by and/or www.privet.by.

2.2.7. do audio recording of incoming calls to the Company’s call center, and restrict unilaterally the access of the Subscriber to the Company’s call center in case of repeated calls from his/her subscriber number to experts of the call center on the matters not related to the Company’s operations, and in case of incompliance with ethical norms and rules of communication.

2.2.8. establish the limit of the subscriber numbers that may be assigned to one customer.

2.2.9. upon implementation of measures for prevention, detection and constraint of irregularities in traffic transmission in its telecommunication networks, require that the customer gives clarifications on the matters of incompliance with the rules of use the subscriber number assigned to him/her.

**3. Obligations and Rights of the Subscriber**

**3.1. The Subscriber shall:**

3.1.1. pay for PRIVET Services and other services provided by the Company as prescribed hereby;

3.1.2. promptly notify the Company in writing of changes in information specified in the Application Form;

3.1.3. promptly notify of loss or theft of SIM Card. At the same time, the Subscriber shall bear all possible expenses for PRIVET Services prior to actual disconnection of the Subscriber from the communication network of the Company. Such disconnection of the Subscriber from the communication network shall not affect the calculation of periods of validity of the Subscriber’s statuses;

3.1.4. on his/her own control his/her balance (availability of prepayment);

3.1.5. not allow using the provided subscriber numbers or Access Cards or personal identification numbers for arranging connecting and interacting of telecommunication networks contrary to procedure of traffic exchange between them as per the law.

**3.2. The Subscriber shall be entitled to:**

3.2.1. change, at his/her option, the list of used PRIVET Services provided by the Company pursuant to the approved tariffs and subject to the restrictions as per these Rules and service provision rules. Activation and deactivation of services shall be made by the Subscriber on his/her own using methods provided for by the Company for PRIVET subscribers;

3.2.2. use PRIVET Services subject to coverage area and capabilities of the Company;

3.2.3. terminate the Agreement unilaterally with written notice to the Company within 10 days prior to termination. The balance of money shall be refunded by the Company within 30 banking days from the date of registration by the Company of the written notice of the Agreement termination in the billing system of the Company.

**4. Identification of the Subscriber**

4.1. In all cases ID document (passport) shall be used for identification of the Subscriber.

4.2. The Access Code or Code Card may be used for identification of the Subscriber in the following cases:

- providing the Subscriber with reference information on PRIVET Service provided to him/her except for detail record (detailed information on all calls, SMS, MMS sent, volume of internet traffic used for the certain period of time with dates, time, duration, number and price);

- providing the Subscriber with information on flow of funds on the balance.

4.3. For identification of the Subscriber upon providing SIM Card Replacement service, a combination of Code Card and Access Code may be used.

4.4. Actions performed using the Access Code or Code Card shall be considered equivalent to action performed personally by the Subscriber. The Subscriber shall be personally responsible for safety of the Access Code or Code Card. In case of loss of the Code Card and/or disclosure of the Access Code, the Subscriber shall notify the Company accordingly by visiting the Company with ID document.

**5. Price, Procedure of Provision of and Payment for PRIVET Services**

5.1. Price of the services provided shall be defined based on the tariffs of the Company existing as at the date of service provision.

5.2. PRIVET Services shall be provided to the Subscriber on a prepayment basis. Paid connection and other paid PRIVET Services shall be provided to the Subscriber subject to availability of money on the Subscriber’s balance sufficient for payment of at least one full chargeable unit of the relevant service only.

5.3. The payment shall be deemed made after crediting the money to the Subscriber’s balance.

5.4. If when connected, the Subscriber’s balance reaches the value when there is no sufficient money for payment of the next full chargeable unit, the connection shall be interrupted.

5.5. When using PRIVET Services, the Subscriber’s expenses for consumed services according to the tariff plan approved by the Company shall be debited from the prepayment made to the Subscriber’s balance. PRIVET Services shall be charged, and money shall be debited from the Subscriber’s balance on a real-time basis.

5.6. Information on the Subscriber’s balance status may be received by him/her from his/her mobile phone via USSD request \*120# and call key (free of charge, including in roaming), ASSA by 412 (in the Company’s network only), ISSA and other means provided for by the Company.

5.7. Rules for using/procedure of provision of each of PRIVET Services shall be defined by the Company separately and may include restriction on minimal balance of the Subscriber’s account required for using certain service.

5.8. The Subscriber shall change Wait for Activation status to Active status by him/herself by sending the relevant USSD request from his/her mobile phone. PRIVET Services may be activated in the coverage area of the Company only.

5.9. Duration of Active status calculated from the day of the initial activation of PRIVET Services by the Subscriber shall be 365 calendar days (including activation day), and then it shall depend on the amount of the Lump Sum Payment. Upon expiration of Active status, the Subscriber shall be automatically switched to Outgoing Call Barring status.

5.10. Duration of Outgoing Call Barring status shall be 60 calendar days from the date of transfer to such status (including date of transfer). Upon expiration of Outgoing Call Barring status, the Subscriber shall be automatically switched to Blocking status.

5.11. Duration of Blocking status shall be 30 calendar days from the date of transfer to such status (including date of transfer). Upon expiration of Blocking status, the servicing of the Subscriber shall be terminated which means the termination of the Agreement at the initiative of the Subscriber. The Subscriber shall not be able to use the subscriber number any longer.

5.12. Change of duration of Active status, and change of the Subscriber’s status to Active status from Outgoing Call Barring and Blocking statuses shall be made by means of crediting of a Lump Sum Payment in the amount BYN 2.00 or more to the Subscriber’s balance. At the same time, the Lump Sum Payment in the amount from BYN 2.00 to BYN 4.99 shall ensure new duration of Active status for 180 calendar days, and the Lump Sum Payment in the amount of BYN 5.00 and more will ensure new duration of Active status for 365 calendar days. In case of several payments, the duration of Active status shall start from the moment of crediting the last payment to the Subscriber’s balance, except for as specified in clause 5.12 hereof. Date of establishing new duration of Active status shall be considered to be the first day of status duration.

5.13. If the remaining portion of the duration of Active status exceeds the duration of Active status which has been established by the regular Lump Sum Payment, the duration of Active status shall remain unchanged.

5.14. The Company shall be entitled to disconnect the Subscriber from the communication network of the Company in the following cases:

5.14.1. in case of damage to equipment of the Company;

5.14.2. in case of scheduled maintenance by the Company;

5.14.3. if the Company has the reason to suppose that the Subscriber commits offence causing damage to the Company, third parties or state using communication channels and equipment of the Company. In such case the decision on suspension of communication services under agreements with the Subscriber shall be made by the commission specially set up for such purposes in the Company.

5.15. The subscriber number shall not be changed at the initiative of the Subscriber.

5.16. In order to receive information (except for the balance information) with regard to performance of the Agreement, the Subscriber may contact the Company’s call center by 411 from his/her mobile phone or directly the Company’s sales and service center.

5.17. The Customer shall not be entitled to spend money credited to his/her balance by mistake.

**6. Liability of the Parties**

6.1. In case of failure to fulfill or improper fulfillment of these Rules the Parties shall be held liable in accordance with the law of the Republic of Belarus. Meanwhile, the Company shall not be liable for loss of profit caused to the Subscriber by improper performance hereof.

6.2. The Parties shall not be liable for failure to fulfill or improper fulfillment their obligations hereunder if such failure is the result of force majeure events (legislative enactments and other acts of legislative authorities resulted in restriction of the ability of the Company to provide communication services, as well as acts of God, catastrophes, hostilities, etc.).

6.3. The Company shall not be liable for any consequences of using communication network of the Company.

6.4. The Subscriber shall be fully liable in case of using SIM Card and PRIVET Services by third persons, including in case of loss or theft of SIM Card and failure of the Subscriber to apply to the Company for suspension of PRIVET Services in time.

6.5. The Subscriber shall be liable for reliability, completeness and correctness of information specified in payment document and shall keep it until the paid amount is credited to the balance.

6.6. The Company shall not be liable for delays in transmission of payment information for technical reasons of the organizations accepting payments;

6.7. The Company shall be liable for conformity of quality of data transfer services provided to requirements of technical regulations and terms and conditions of this Agreement in accordance with the applicable law of the Republic of Belarus.

**7. Miscellaneous**

7.1. The Subscriber shall not be entitled to assign his/her rights and obligations hereunder, including SIM Card, to third parties.

7.2. Reregistration of the subscriber number to third persons shall not be allowed unless PRIVET SIM Card is registered in the name of a person specified in section “Purchased for FULL NAME” of the Application Form. Filling of section “Purchased for FULL NAME” shall mean the unconditional consent of the Subscriber for registration of the subscriber number in the name of such person. Meanwhile, the person whose FULL NAME is specified in section “Purchased for FULL NAME” of the Application Form should visit the Company with ID document (passport), and SIM Card for signing new Application Form.

7.3. The Subscriber has been notified of the Company’s network coverage area. Quality of communication services provided, including packet data receipt/transmission rate, may change subject to terminal technical parameters, lay of land, weather conditions, loading of network and cell where the Subscriber is registered, in tunnels, basements, under the effect of high-level interference, etc.

7.4. In all other matters not covered hereby, the Parties shall be guided by the law of the Republic of Belarus.

7.5. Disputes hereunder shall be resolved by negotiations. If the Parties fail to reach the mutual agreement, the disputes shall be resolved by courts of the Republic of Belarus at the respondent’s location.

7.6. Bonuses and discounts offered by the Company to the Subscriber shall be not paid in cash equivalent upon termination of the Agreement.

7.7. The Company shall not be liable for temporary failures in communication network operation (up to 48 hours), including in connection with testing, installation, updates and maintenance of the equipment.

7.8. If the mobile subscriber number portability service is provided to the Subscriber, the Agreement shall be deemed terminated from the moment of receipt by the recipient operator of the confirmation of the possibility of the subscriber number portability form the portable numbers database.

7.9. Terms and conditions of and rules for provision of the services by the Company shall be binding upon the subscribers and described in reference and information materials published by the Company, and on the Company’s official website www.privet.by.

7.10. These Rules shall come into effect from the date of publication thereof on the Company’s official website www.privet.by and/or in mass media.

7.11. The Company shall be entitled to change these Rules unilaterally by publishing such changes on the Company’s official website www.privet.by