

**GENERAL TERMS AND CONDITIONS OF NEXCOM BULGARIA LLC
CONCERNING RELATIONS WITH USERS OF SERVICES, PROVIDED
THROUGH PUBLIC FIXED TELECOMMUNICATIONS NETWORK AND
PROVISION OF FIXED VOICE TELEPHONE SERVICE**

Agreed with a Decision of the Communications Regulation Commission

№75/12.01.2006

Into force from 01.02.2006

PART I

SUBJECT AND GENERAL POSITIONS

1. The present General terms and conditions (the General terms) settle the relations between NEXCOM BULGARIA LLC (referred hereunder as NEXCOM) with a seat and address of management in the city of Sofia, Krum Popov St., 75, fl. 4, holding an Individual license for carrying out of telecommunications through public fixed telecommunications network (referred hereunder as the Network) and provisioning of fixed voice telephone service on the territory of Republic of Bulgaria №116A-02667-02/12.09.2005, and the end users of the telecommunications services, provided through the Network (referred hereunder as USERS).

2. USERS can be physical or juridical persons, who use, or have expressed interest in using the services under Part II.

3. The present General terms are obligatory for NEXCOM and USERS.

3.1. The General terms are obligatory for the USERS from the moment of their acceptance.

3.2. The acceptance of the present General terms by the USERS is done with the act of signing an individual contract.

3.3. The USERS, who do not sign explicitly a written individual contract, are considered to be informed about the present General terms from the date of their publication in the way set in p. 58.2 and it is considered that they accept them from the moment of the start of the use of service.

4. The USERS are responsible for observing the General terms also on the part of all third parties, using the provided to them services. The third parties are thought to have accepted the present General terms with the fact of starting to use any of the services, defined in Part II.

PART II

SERVICES, PROVIDED BY NEXCOM

5. Through the Network NEXCOM provides the USERS 24 hours a day, 7 days a week, except for the cases of force majeure circumstances with:

5.1. Fixed voice telephone service – public telecommunications service for direct transfer of voice, data, fax messages in real time through a public fixed telecommunications network, using commuting and/or routing, regardless of the used technology for transmission with a defined quality, including making phone calls by the USERS to the networks of other public operators, with which NEXCOM has signed contracts for interconnection of the telecommunication networks.

5.2. Free access to the emergency calls services, through which USERS receive the opportunity of priority and free making of emergency calls to the services of Emergency medical help, Fire and Breakdown, and Police.

6. NEXCOM also provides the USERS through the Network with the following services:
- 6.1. Access to national non-geographical services (to the Personal number service, to services with a free access and to services with added value), carried out through dialing numbers from the Network of Nexcom, and when possible – to numbers from the network of other public operators, which have interconnection.
 - 6.2. Services for transfer of fax messages.
 - 6.3. NEXCOM can provide services for data transfer through modems with the speed of at least 2400 bits per second.
 - 6.4. NEXCOM can provide services for the issue and distribution of telephone book according to the requirements of article 205 from the Telecommunications Act, as well as information services, which are provided in accordance with the data, included in the published telephone book in a printed or electronic form. NEXCOM offers verification for the respective telephone number only when the minimum data required is submitted in a complete and correct way. NEXCOM refuses to ensure data only on the basis of a telephone number.
 - 6.4.1. When the telephone book is prepared and published in a printed or electronic form, NEXCOM includes the name, address and telephone number of the USER for free. The USERS has the right to reject the publication of all or a part of the information in the published telephone book without paying for it. The refusal is made according to the terms and form set by NEXCOM.
 - 6.4.2. The USERS have the right to request a complete or a partial erasure or a correction of data already included in the book without paying for it. The erasure or corrections are made within a 14-day period from the reception of the request, when the book is in an electronic form and in the first successive reissue – when the book is in a printed form.
 - 6.4.3. The entering of data in the telephone book, apart from name, address and telephone number is done at a written request of the USERS in the terms and form, set by NEXCOM in return for a reward payment.
 - 6.5. NEXCOM can give USERS access to services, provided through the networks of other public operators on the basis of signed interconnection contracts.
7. On the basis of signed interconnection contracts with other public operators, NEXCOM can provide users, facilitating the networks of these operators, with a possibility for access and use of services, offered through the Network of NEXCOM.
The price of access for the use of services, provided through the Network of NEXCOM, is paid according to the price list (tariff) of the respective interconnected operator.
8. The scope of the services can be extended, for which NEXCOM will duly inform its USERS.

PART III

QUALITY OF THE PROVIDED SERVICES

9. NEXCOM provides the fixed voice telephone service with the following parameters:
1. Factor for evaluation of the voice transfer (R-factor) – not less than 75;
 2. One-way lag – not more than 150 milliseconds;
- 9.1. When providing the fixed voice telephone service NEXCOM is obliged to ensure quality of service according to the features, set in the regulation and the Individual license point 1, as follows:
- a) time for initial provision (initial connection) of the services under point 5 – up to 90 calendar days from the date, on which NEXCOM receives a valid request for initial provision of the service, namely from the date, on which the individual contract between the

parties is signed and the USER pays the price for the initial connection to the Network of NEXCOM, under the condition that the USER has provided access to the respective premises;

b) Number of break-downs of the subscriber's line – up to 12%;

c) Time for break-down elimination – within 24 hours;

d) Percentage of unsuccessful calls – up to 0.5%;

e) Time for making a connection – up to 30 seconds;

f) Time for making a connection (answering) in cases of calls for services through an operator – up to 20 seconds;

g) Time for making a connection (answering) in cases of calls to telephone information services – up to 20 seconds.

h) Percentage of complaints about the correctness of the bills – 0.3% out of 1000 issued.

9.2 As far as something else is not provided for in the contract, signed with the USER, the activation of the services under point 5 is due to start not later than 24 hours from the initial provision (initial connection) of the service. In all cases the service should be accessible for use by the USER not later than 180 days from the date, on which NEXCOM has received a valid request for initial provision of the service, which is defined in point 9.1.6 a.

9.3. NEXCOM is obliged to eliminate the break-downs, leading to deterioration of the services' quality within 24 hours from the reception of a notification in a written or electronic form by the USER or after a call at the indicated contact telephones under point 21.9. In case of break-downs, occurred due to circumstances beyond the power of NEXCOM and/or invincible circumstances, the term for failure elimination starts from the cessation of the particular circumstance.

10. The quality of the fixed voice telephone service, provided by NEXCOM is certified with the signing of a protocol of ascertainment at the moment of service activation.

PART IV

EQUIPMENT. TELEPHONE POSTS

11. USERS can use end devices with evaluated compliance and launched on the market according to the operative normative acts, bought by NEXCOM or by third parties.

11.1. NEXCOM can rent end telecommunication devices, defining its relations with the USERS by signing an additional annex to the individual contract or a separate contract for rent of equipment. The USER does not have the right to re-rent the already rented equipment and installations to third parties without the explicit written consent of NEXCOM.

12. The use of end equipment which does not have an evaluated compliance and launched on the market according to the operative normative acts as well as the lack of conditions for the correct functioning of the machinery and equipment, dispenses NEXCOM from any responsibility regarding the lack of provision or low-quality provision of the service, when the deteriorated quality is due to the improper use of the end devices.

12.1. The USER is obliged to take due care for the preservation of the equipment and installation, rented to him by NEXCOM.

12.2. The USER is obliged to use the equipment and installation only for its purpose and after the instructions for its use, including NEXCOM's instructions, as well as to take the care of a good husband for the preservation of the equipment and installation.

12.3. With a view to the fulfillment of its obligations under the individual contract and the present General terms, NEXCOM has the right at all time to unilaterally replace separate

identical articles of the rented equipment, after the preliminary explicit notification of the USER.

13. The telephone post is a combination of commuting, transferring and linear installations, granting access and number from the fixed telecommunications network, which, when the end device is switch in an end point of the network, serves for making calls by and to the USER.

13.1. The telephone post gives access and connection to the network to USERS and through it to other networks, to which it is connected, for the carrying out of telecommunications.

13.2. Through the number of the telephone post the USER identifies himself in the network and this makes the making of phone calls by and to him possible.

13.3. More than one telephone posts can be installed on behalf of one USER. The subscriptions can be arranged in one contract or in a few separate ones.

PART V INDIVIDUAL CONTRACT

14. NEXCOM provides the services on the basis of an individual written contract, signed with the USER. The contract comes into force on the date of its signing by the parties, unless it provided for something else. The possibility to use the services can also be provided to the USER by NEXCOM in another way, publicly announced by NEXCOM.

15. The contract under p.14 is valid for an indefinite term, unless it provides for something else. The contract, signed as a periodic one, can be prolonged for a new term under the conditions set in p. 43.

16. The contract indicates the identification data of NEXCOM and the USER, the services that will be used by the USER, the term for the use of the services (in case the contract is periodic), the way of payment, contact person on the part of the USER, correspondence address, etc.

16.1. When signing a contract under p.14, the respective USER is obliged to present his individualizing data to NEXCOM, requested by the latter, as well as to provide him, when requested, with documents, certifying the authenticity of the data. When the data is changed, the USER is expected to inform NEXCOM in not later than 7 days after the change.

17. NEXCOM has the right to authorize third parties to sign contracts with USERS on its behalf and at its expense, as well as to carry out activities for the exercising of its rights and/or fulfillment of its obligations under the respective contracts.

18. The USER does not have the right to transfer his rights and obligations under the contract to third parties without an explicit written consent of NEXCOM. If the USER affords the opportunity to another person – a user of the Network to use numbers from the Network, registered on his behalf under a services contract, signed with NEXCOM, the USER remains a titular of the rights and obligations, ensuing from the services contract.

19. The parties are allowed to make corrections and amendments to the contract, only if a concord is reached in written, with an additional written agreement.

PART VI RIGHTS OF NEXCOM

20. NEXCOM has the right to receive completely and in time the amounts due from the USERS for the provided to them services under the contract and Part II of the present General terms.

20.1. NEXCOM has the right of recovery, set in Part XI of these General terms.

20.2. NEXCOM has the right to cease temporarily the provision of the services to USERS when making prophylactic examinations, repairs and upgrades of the Network.

20.3. NEXCOM has the right not to sign a contract with a certain person, if the latter:

1. Does not present individualizing data, requested by NEXCOM;
2. Does not grant a requested document to NEXCOM, certifying the authenticity of the individualizing data;
3. Commits nonfeasance under another contract, signed with NEXCOM;
4. Has used or allowed the use of telecommunication devices or telecommunication services for illegal goals under another contract, signed with NEXCOM, and this use for illegal goals is proven with due act of a competent body.

20.4. NEXCOM reserves its right, aiming at improving the service quality and after the respective notification of the USER at least 7 days ahead, to change machinery, configurations, suppliers and routs, technical features and conditions for the provisioning of the service.

PART VII OBLIGATIONS OF NEXCOM

21. NEXCOM is obliged to provide the services under Part II according to the operative legislation of Republic of Bulgaria, the Individual license under p.1, the signed contracts with the USERS and the present General terms.

21.1. NEXCOM is obliged to carry out a constant monitoring of the process of services provisioning under Part II, and when technical problems occur, it is expected to undertake all necessary measures for the problem solving in the period, set in these General terms.

21.2. NEXCOM does not have the right to give priority to certain USERS or a group of them concerning one and the same service, under equal other conditions regarding the kind of the used technology, the categories of subscriber and traffic capacity.

21.3. In case of necessity of access by NEXCOM to the premises of USERS, the latter are should be informed in advance about the requested access by NEXCOM, the notification being in written – with a letter, by fax or e-mail, not later than 24 hours before the requested access. The written form is not needed when the access to the premises is granted at the USERS' request.

21.4. In case of necessity of carrying out planned or accidental prophylactic examinations or repairs of its network, as well as due to necessity of taking actions for development of this network, NEXCOM is allowed to cease temporarily the provisioning of certain services. In these cases NEXCOM informs in a proper form (on the e-mail or through a publication on its website) the USERS affected by the planned prophylactic examinations, repairs or actions for the development of its network, when it is expected that these actions would lead to interruption or deteriorated quality of the respective services.

The notification is made not later than 24 hours before the respective actions are undertaken and contains information about the period of interruption or deterioration of the service quality.

21.5. NEXCOM is obliged to inform the USERS in a proper form (on the e-mail or through a publication on its website) in the shortest term possible about the restrictions in the provisioning of the services, imposed by the competent agencies in extraordinary circumstances or in relation to the national security and the defense of the country;

21.6. NEXCOM is obliged to preserve in a 6-day period and to present against reward at a written request of the respective USER detailed references about the subscriber's account of the used telecommunication services, keeping records of the billing system indications.

21.7. NEXCOM provides the USER with access through the Internet and against reward to information about the paid by the USER invoices and a monthly printout of the calls made, containing date of the call, destinations, number and duration of the calls.

21.8. NEXCOM is obliged to ensure and preserve the secrecy of the messages, transferred through the use of services under p. 5. According to the order and conditions, set in the law, NEXCOM gives the required assistance to the competent state agencies, including opportunity for monitoring of the use of services.

21.9. NEXCOM is obliged to maintain publicly announced contact addresses and telephones for the USERS in cases of break-downs and for information about issues concerning the conditions for the use of services under Part II. The publicly announced addresses and telephones are used also for notifications by the users about occurred failures.

21.10. NEXCOM is obliged to eliminate the breakdowns, which are due to external reasons and setting the Network in normal working conditions in the shortest terms possible, after the reasons had been dropped out;

21.11. NEXCOM is obliged to eliminate breakdowns which occurred in the Network in normal working conditions in the term under p. 9.1., b. The term for the elimination of the breakdown starts at the moment of the written notification, by the phone and/or in the office about the failure on the part of the USER or from the moment of its ascertainment by the OPERATOR, through the authorized persons;

21.12. NEXCOM is obliged to grant a free access to the emergency call services and information services according the present General terms.

21.13. NEXCOM is obliged to keep a register of the occupied and reserved numbers and addresses.

21.14. NEXCOM grants secondarily individual numbers for exploitation by the USERS.

21.15. NEXCOM has the right to change the number of USERS in case this is necessary as a result of amendments in the operative legislation, the Individual license under p. 1 or in case of technological necessity, caused by structural changes in its network.

The change of the numbers is made with a notification in advance of the USERS concerned with a letter, by fax or on the e-mail not later than 24 hours before the change and by updating the information about the numbers, granted to third parties.

21.16. NEXCOM is obliged to provide a 24-hour technical support of the services through operators on duty.

21.17. NEXCOM is obliged to provide free copies of the General terms to the USERS in each of its offices.

21.18. NEXCOM is obliged to provide at the USER's request information regarding the conditions for use of the offered services.

PART VIII

RESPONSIBILITY OF NEXCOM

22. If the activation of the services is delayed according to cl. 5 in these General terms and conditions, the OPERATOR shall owe a forfeit to the extent of 3% from the fee of the initial installation to the Network. The forfeit is calculated in one-month period starting from the first day of the delay and cannot exceed the size of the initial installation fee. The

payment can be done through deducting the respective sum due from the amount of the monthly subscription fee for the next month.

23. The USER shall have right to ask for a forfeit for the time when the use of services is impossible as mentioned in cl. 5, under the condition that this is for more than 4 successive astronomic hours and it is not because of USER 's fault.

23.1 The size of the forfeit according to cl. 23 shall be calculated on hour -base - the actual periodic fee due (monthly subscription fee) for the used service is divided by the number of the hours in a month (720 astronomic hours). The numbers of the hours which are compensated (over four hours) are made up to the closest round hour. The forfeit is not due if the time period for not providing the service through the fault of NEXCOM does not exceed 4 (four) successive astronomic hours.

23.2 The forfeit according to the current issue is restricted to the size of the calculation in cl. 23.1 and it shall not by any circumstance include additional compensation for suffered damages or benefits lost.

24. NEXCOM shall not bear a responsibility for the interruption or worsened quality of the services according to this contract in the cases of circumstances due to guilty behaviour of the USER.

24.1 When NEXCOM does not notify the USER according to cl. 21.4 or does not keep the specified term, NEXCOM shall owe a forfeit to the amount of 5% of the monthly subscription fee.

The forfeit is paid in one-month period since the date of the service interruption or worsened quality.

The payment can be done through deducting the respective sum due from the amount of the monthly subscription fee for the next month.

25. The parties shall not bear responsibility for default of the responsibilities in force majeure circumstances while the force majeure or accidental event last.

25.1 Force majeure is every case of compelling force or an accidental event being force majeure which could not be stipulated at the moment of signing the contract between the parties.

25.2 Each party of the contract which is under the influence of force majeure shall notify at once the other party about the circumstances and the restrictions imposed by them.

25.3 If the force majeure circumstances continue more than 14 days and one of the parties loses interest in carrying on the contract it can ask for termination of the contract.

In this case the contract shall be terminated immediately at the moment of receiving the termination notification by the other party without consequences for the parties.

25.4 In case of disputes, the force majeure circumstances are being proven in front of the respondent with a certificate for force majeure, issued by the Bulgarian Chamber of commerce and industry or with other official document.

26. NEXCOM shall not bear responsibility and does not owe compensation to the USER if it is impossible to provide, use the service or the quality of service is worsened in the following cases:

- When the service is not provided , terminated or the worsened quality of the service is due to periodic or accidental tests, planned or necessary , organized by NEXCOM and the USERS have been notified about that according to the procedure specified in cl. 21.4;
- The USER has failed to make the necessary payments to NEXCOM in time or the USER has not fulfilled any of the commitments according to this contract;
- NEXCOM is not allowed to visit the USER 's premises or other buildings where the machines or/and the equipment is installed;

- The non-providing, interruption and worsened quality of the service result from actions or inactions taken by the USER;
 - The network, data transfer network or the equipment connecting NEXCOM and the USER are out of service but it's not NEXCOM's fault;
 - The USER does not observe the technical requirements and instructions about the use the service given by NEXCOM;
 - The USER has used or currently uses customer premises equipment which does not have assessed compatibility and has not been launched at the market according to the active normative acts;
 - The non-providing, interruption or worsened quality of the service owes to break-down or improper exploitation of any technique, equipment or machines provided by the USER.
27. NEXCOM shall not bear responsibility for the contents of the information shared within the network by the USERS. When there is a built connection passing through several telecommunication networks, NEXCOM does not bear responsibility for the worsened quality of the service owing to imperfection or break-downs in other networks.

PART IX RIGHTS OF USERS

28. USERS shall have right to use the services specified in Part II according to the active legislation of Republic of Bulgaria, the signed contracts with NEXCOM and the present General terms and conditions.

28.1 USERS shall have right to use the services specified in Part II with parameters and quality according to these General terms and conditions and the contrast between the parties.

28.2 USERS shall have right to ask NEXCOM for information about the conditions for using the services provided by the latter.

28.3 USERS shall have right to notify NEXCOM about problems found by them related with the use of services.

28.4 USERS shall have right to submit complaints and offers and receive replies in the terms specified in 39.1 in these General terms and conditions.

28.5 USERS shall have right to address complaints and signals to the Communications Regulation Commission referring to the network of NEXCOM and the services provided through it; non-fulfillment of the public conditions in the License and the General terms and conditions on the part of NEXCOM.

28.6 USERS shall have right to be informed about planned interruptions and expected worsen quality of the provided service according to cl. 21.4 in these General terms and conditions.

28.7 USERS shall have right to refuse or demand a modification or deletion of any of the given data for the telephone guide in 6.4 according to the directions of clause 205, paragraph 4 from the Telecommunications Act and 6.4.2 as well as not to provide this information to third parties through the reference services without paying for this;

PART X OBLIGATIONS OF USERS

29. When using the services specified in Part II, USERS shall observe the prescribed legal system in Republic of Bulgaria and the generally adopted moral rules and recognize the rights and liberties of the citizens.

29.1 Under the terms and conditions, stipulated in these General terms and conditions, USERS have to give access to their premises to NEXCOM for supportive activities of the offered services.

29.2 USERS shall be obliged not to make changes in the Network of NEXCOM and the customer premises equipment;

29.3 USERS shall be obliged to observe the indications, instructions and directions of NEXCOM for proper use of the customer premises equipment.

29.4 USERS shall be obliged to use only customer premises equipment which have assessed compatibility according to the Order on Conditions and appraisal the correspondence of the radio equipment and customer premises equipment (accepted with Decree of the Council of Ministers № 175 from August 7, 2002, released in Official Gazette issue 79/16.08.2002, modification issue 115/2002, issue 13/11.02.2003);

29.5 USERS shall be obliged to pay according to the terms, conditions and prices for the use of services defined in these General terms and conditions and the signed individual contract.

29.6 USERS shall not have right to grant the services in Part II for compensations and other services through the given numbers to third parties without a preliminary written permission by NEXCOM.

29.7 USERS shall be obliged to keep and look after conscientiously the contiguous and shared part of the network as well as the equipment provided by NEXCOM.

29.8 USERS shall cooperate and provide technical assistance to NEXCOM for provision of services within the term of the contract.

29.9 USERS shall be obliged not to break any of the material or not material rights and legal interests of third parties when using the services provided by NEXCOM.

29.10 USERS shall be obliged not to deliver messages containing threat for the physical safety and individuals' inviolability when using the services, undermining the reputation of other people and calling for violent change of the constitutional settled terms, committing crimes, violence against personality or invoking racial national, ethnical or religious hostility. USERS are obliged not to deliver false messages about happened failures, natural disasters, fires, terrorist acts, medial aid need and others.

PART XI

RESPONSIBILITY OF USERS

30. USERS bear civil responsibility for guilty caused harms as a result of the anti-legal behavior of USERS when providing or using the services according to this contract.

31. If there are delays in paying the sum owed by the USER according to the individual contract a forfeit to the size of 0.1% from the sum due for each day of delay has to be paid and this forfeit is calculated automatically after the 25-th of the month in which the sum has become requirable.

PART XII

PRICES, CHARGING AND PAYMENT OF SERVICES

32. The prices of services in Part II shall be defined, changed or amended by NEXCOM according to the Telecommunications Act.

33. NEXCOM publishes the Price list of the provided services (the Tariff) at its website (<http://www.nexcom.bg>) and provides it for free to USERS at all its offices. When there is a

modification of prices in the Tariff it shall be published in 7-day term before the changes come into force.

34. The prices according to cl. 32 are defined so that the conditions are equal for the USERS and NEXCOM has right to define different prices and discounts on the basis of the technology, class of the USER, intensity of using the service, joined voluntary use of two or more services chosen by the USER or complementary services and related buying of service(s) packages.

35. The prices in cl. 32 are:

35.1 price for initial installation to the Network of NEXCOM- it is paid once when signing the contract for services and it is not paid back when the contract is terminated;

35.2 a monthly subscription fee for maintenance and access to the Network – it is paid by USERS monthly;

35.3 monthly renting price for the lent equipment (if available);

35.4 price for the used services – it includes the value of all inbound and outbound calls and other used services for one-month period;

35.5 other prices for using the respective telecommunication services, provided by NEXCOM, e.g. price for consultations and project working, price for additional services, chosen by the USER.

36. NEXCOM issues and sends to the USER a proforma invoice for the requirable payments by fax or e-mail up to the 5-th in the month, following the month in which the service was used. In cases when the USER does not have a fax or e-mail and notifies NEXCOM about this, the invoice is sent to by post. The USER is not relieved of responsibility to pay the requirable sums in the indicated terms in cases of not sending or not receiving the invoice.

36.1 The USER has to pay the price of all phone calls made and the monthly subscription fee for the previous month not later than the 15-th of the month.

36.2 The prices for the provided services are paid:

- in cash at the offices of Nexcom or to persons indicated by NEXCOM, stated in the individual contract;
- to the bank account of NEXCOM stated in the individual contract or in the proforma invoice in p. 36.

36.3 When paying the prices through a bank transfer, the payment is considered to be finished when the sums enter into the account of NEXCOM.

36.4 All commissions, taxes and other expenses connected with the bank transfer are paid by the USER.

36.5 All installation expenses and costs for the maintenance of the data transfer network (leases lines, wireless connections, etc) between NEXCOM and the USER in connection with the offered services in this contract are fully paid by the USER unless something else is agreed in the individual contract between them.

37. The regulations in cl.35 and 36 are applied in the cases when a written individual contract between the USER and NEXCOM is explicitly concluded. In case of not concluding a written contract with the USER, the payment for the services happens at conditions publicly stated.

38. The charging of calls begins when the opposite side answers the phone call.

38.1 Phone calls which are not answered including the calls when the line is busy shall not be charged.

38.2 The charging shall be done pursuant to the effective tariffs of NEXCOM depending on the type of call, destination, duration, tariff zone for distance and the time zone, defined in the Tariff or prices of services, VAT included.

PART XIII

EXAMINATION OF CLAIMS, PETITIONS AND SUGGESTIONS

39. Each USER has right to claims, petitions and suggestions to NEXCOM, related to the provided service.

39.1 NEXCOM shall respond to all claims, petitions and suggestions sent by USERS by one-month period since their receiving.

39.2 NEXCOM shall keep registers of the claims, petitions and suggestions received by USERS as well as of their answers. The information for each specific case shall be kept in the registers no less than 24 months.

39.3. The challenging of an amount due by the USER shall not release the latter from the obligation to pay it. In case of decision of a competent authority thus satisfying the claim, the paid but undue part of the amount shall be refunded to the payer.

40. USERS may address claims to the Communications Regulation Commission regarding non-compliance with the conditions of the license issued to NEXCOM and these General terms and conditions.

PART XIV

EXTENSION AND TERMINATION OF THE INDIVIDUAL CONTRACT. STOPPING THE PROVISION OF THE SERVICE

41. The individual contract between parties shall be terminated in the following cases:

1. In case of termination of the business of any party or death of the USER – a physical entity;
2. In case, with a normative act of the respective state authorities, is prohibited the providing of the service or a part of it;
3. By mutual agreement of the parties;
4. After expiration of the contract, unless it is automatically extended.

42. In case of contract signed between the parties for a certain term (the initial term), the contract may be terminated unilaterally by each side, prior the expiration of the initial term, in case of a written advance notice of 60 days, unless otherwise negotiated in the individual contract between the parties. After the expiration of the initial term of the contract as well as in case of contract signed for indefinite term, the contract shall be terminated unilaterally by any of the parties with 30-day written notice.

43. In case of contract signed between the parties for a certain term, after the expiration of the initial term of the contract it shall continue to be effective for a new term equal to the initial term, in case none of the parties has given written 60-day notice for its termination before the expiration of the initial term of the contract. The rule in the previous sentence is applicable respectively after the expiration of the terms.

44. NEXCOM shall have right to unilaterally terminate the contract with 7-day written notice, in case the USER has not paid the payments due, within 15 calendar days as of the date amounts become due.

45. NEXCOM has right to unilaterally terminate the contract with 10-day notice, in case the USER does not fulfill another contract obligation. The termination of the contract shall become effective with the expiration of the term of notice in case the default and its damaging results were not repaired.

46. NEXCOM has right to unilaterally terminate the contract with the USER without notice in the following cases:

1. in case the USER has stated untrue individual data;
2. in case of pending bankruptcy procedure on the USER;
3. in case of systematic default (at least three cases of default) by the USER of a contractual obligation, in case the USER has been notified in writing by NEXCOM of these cases of default of the respective obligation.

47. The USER shall have the right to unilaterally terminate the contract by sending a 7-day written notice in case NEXCOM does not provide the agreed service, through its fault, for 5 consecutive days.

48. The USER shall have the right to terminate its contract with NEXCOM in case of major default of the obligations of the latter, and the term of the notice of termination shall be 10 days.

49. In case the USER:

1. does not pay the payments due to NEXCOM and the delay is longer than 7 (seven) days after the redemption date of its obligation; or
2. default of any of its contractual obligations to NEXCOM or these General terms and conditions and this continues after a notice by NEXCOM in writing; or
3. re-sells the service to third persons, without a previous, explicit consent in writing by NEXCOM; or
4. uses the service against the Bulgarian legislation, the applicable normative acts or moral norms, NEXCOM shall have the right after a 24-hour notice by the USER, directed through an e-mail, fax or letter, to terminate the service. In case the USER has done a gross violation of its normatively fixed or contractual obligation, which causes or could cause damages to NEXCOM or other USERS, the termination of the service could be done with an immediate action. The termination of the service does not free the USER of its obligations to pay the amounts due for the used service for the respective periods according to the contract between the parties.

50. Gross violation according to cl. 49 is the transfer of messages, containing threat for the physical integrity and inviolability of person, undermining the good name of the others or invoking a violent change of the constitutionally stated order, crimes committing or violence to individuals and intensifying a racist, ethnical or religious hostility, creating danger for the national defence and safety, as well as sending false messages for occurred failures, natural disasters, fires, terrorist acts, medical aid signals, etc.

PART XV

GUARANTEEING THE SECRET OF MESSAGES AND PROTECTION OF PERSONAL DATA. CONFIDENTIALITY

51. NEXCOM shall guarantee the confidentiality of messages which includes the content of message, type of provided service and all data related to its provisioning, undertaking all needed technical and organizational measures for this.

51.1 In the collection, processing, use and storage of personal data provided by the USERS, NEXCOM shall observe all obligations for their protection, as provided by law.

51.2 Under the provisions and procedures provided by law, NEXCOM shall provide the requested cooperation to the competent bodies of the Ministry of Interior and the judiciary, including the providing of an opportunity for monitoring of the used services.

52. For providing of the service NEXCOM shall have the right to collect, process, use and store the following data about the USERS:

1. individual data for the subscriber (name, address, etc)
2. type of used devices or telecommunication service;
3. total number of measure (fee) units charged for a specific period of preparing the bill in case of periodical bill;
4. volume of transferred data;
5. price due for the services used for the respective period;
6. information regarding the way of payment chosen by the subscriber and the payments done and due;
7. information regarding changes in the use of the service – limitation for use, restoring after limitation;
8. traffic data:
 - caller ID and called ID;
 - beginning and end of the call, specified by time and date, within the second if technically possible or/and in case of data transfer - volume of the transferred data when it is needed for the billing;
 - type of the telecommunication service used by the USER ;
 - all points of interconnection in case of realization of the call, start and end of their use specified by time and date, within the second if technically possible;
 - other data necessary for making and maintaining the call;
 - data necessary for defining the prices of the calls as type of connection or zones time or territorial.

53. NEXCOM shall have the right to collect and process data for opening, localizing and repair of failures and errors in the telecommunication network, after notifying the persons concerned.

54. NEXCOM shall be able to provide the data as per cl. 52 and 53 to third parties, only in cases of compliance with the effective legislation of the Republic of Bulgaria after an expressed written agreement of the USER. NEXCOM is obliged to guarantee the confidentiality of information concerning the use of information concerning the use of each USER.

55. The personal data of the USERS which at the signing of the individual contract become known to NEXCOM, shall be stored by the latter in compliance with the Protection of Personal Data Act and Telecommunications Act. The purpose of the keeping is the possibility for individualization of the Users and contact with them within the contractual rights, as well as for the purposes as per art.202 of the Telecommunications Act. The User shall have the right to access and correction of its personal data. That right shall be practiced in person or by an attorney with notarized power of attorney, in the offices of NEXCOM.

56. The parties to the contract shall not have the right to disclose or to allow the disclosure of information, or to make public knowledge of terms and conditions and fact, technological knowledge and know-how, concerning the contracts or payments to it, without the express written permission of the other party, regarding the facts that may be disclosed to third persons.

PART XVI

ARRANGEMENT OF DISPUTES

57. The disputes between NEXCOM and the USER are decided through direct negotiations between them. If an agreement cannot be reached each party shall ask for cooperation by the Communications Regulation Commission or to address the dispute to the competent Bulgarian court.

PART XVII

AMENDMENTS AND SUPPLEMENTS TO THE GENERAL TERMS AND CONDITIONS

58. These General Terms and Conditions may be amended at the initiative of NEXCOM, Users or the Commission on Regulation of Communications.

58.1. The amendments to the General Terms and Conditions shall be done pursuant to the Telecommunications Act, and shall be automatically applied to the relations between NEXCOM and the Users.

58.2 NEXCOM shall publish the agreed General Terms and Conditions on the Internet, at <http://www.nexcom.bg>, as well as a notice of the place where the agreed text can be found, at least in one central newspaper within 7 days of their initial agreement or amendment.

58.3. NEXCOM shall make the General Terms and Conditions public to its Users, placing them on suitable generally accessible places in all its offices in the territory of the service, during the whole period its license is effective, and shall provide them to the Users at signing of the contract.

59. These General Terms and Conditions, as well as any future amendments to the General Terms and Conditions, shall also be applied to the found Users as of the date of their effectiveness. In case within 5 days of the publication of the General Terms and Conditions or their amendments pursuant to cl.58.2, the User does not file in writing a demand for re-negotiation of the contract signed with it, it is considered that this contract has been extended and effective, pursuant to the provisions of the General Terms and Conditions or their amendments. In case of filed demand for re-negotiation by a User, in the signing of a new contract with it, NEXCOM shall observe the principle for providing of services to all Users under equal conditions.

PART XVIII

DEFINITIONS

60. According to these General terms and conditions:

60.1. CUSTOMER PREMISES EQUIPMENT: equipment oriented to direct or indirect connection to an access point of the public telecommunications network for transmitting, transferring, processing and acceptance of information.

60.2 CUSTOMER PREMISES EQUIPMENT WITH APPRECIATED COMPATIBILITY: equipment with appreciated compatibility according to the to the Order on Conditions and appraisal the correspondence of the radio equipment and customer premises equipment (accepted with Decree of the Council of Ministers № 175 from August 7, 2002, released in Official Gazette issue 79/16.08.2002, modification issue 115/2002, issue 13/11.02.2003). The equipment offered at the market is accompanied by a declaration for the compatibility of the manufacturer/importer and shall have a Bulgarian marking for compatibility „Co” and the respective symbols. The symbol shall be on the package or the accompanying radio equipment documents – type of device, model, manufacturer, importer, industrial number, and symbols for use according purpose.

PART XIX

FINAL PROVISIONS

61. In the written contract the parties are identified as follows:

61.1. NEXCOM – with name (company name), correspondence address, court registration, contact person representing NEXCOM, BULSTAT number and tax number;

61.2. USER:

a) *physical entity* – with name and number of the personal identification document, correspondence address, and if needed a document for a representing authority (notarially certified power of attorney, court decision, etc)

b) *proprietary trader* - company name, headquarters address, correspondence address, court registration,

BULSTAT number, tax number and contact person representing it;

c) *legal entity* – company name, headquarters address, correspondence address, BULSTAT number, tax number and the person representing it.

62. The written correspondence between NEXCOM and the Users shall be done by return registered mail, fax messages or electronic mail with electronic signature.

62.1. In case one of the parties shall change the address stated in the individual contract and does not notify the other party in writing no later than 7 days of the amendment, then the notices shall be deemed duly sent and taken as per the individual contract and these General Terms and Conditions.

63. The provisions of the effective legislation of the Republic of Bulgaria shall be applied to matters not settled in these General Terms and Conditions.