

EAGLE MOBILE

GENERAL TERMS FOR THE GRANT OF PUBLIC MOBILE TELEPHONE SERVICES TO THE SUBSCRIBER

Pursuant to:

- 1. Law No. 9918, date. 19.05.2008 “For Electronic Communications in the Republic of Albania”.**
- 2. Law No. 9902, date.17.04.2008 “For Consumer Protection”.**
- 3. Law No. 9987, date. 10.03.2008 “For Personal Data Protection”.**
- 4. Individual Authorization of the Mobile Telephone Operators GSM in the Republic of Albania – Eagle Mobile sh.a, issued by the Electronic Communication and Postal Authority with Decision No.532, Date 26.12.2008**

INTRODUCTION

The subscription contract enters between Eagle Mobile sh.a. joint stock company , registered as legal entity with Tirana District Court Decision number 30436, date 24.10.2003, Unique Identification Number K41406043S, having its registered office at Rruga "Murat Toptani", Qendra e Biznesit 12 kateshe, kati 9-10, Tirana, which executes its activity in the electronic communication area and is regularly notified based on the regime of the general authorization and is registered in the Register of the Entrepreneurs published by the Electronic Communication and Postal Authority (AKEP) , (hereinafter referred to as "EM") and

Subscriber _____
Address: _____

1. DEFINITIONS

- a) **EAGLE MOBILE SH.A**, is a joint stock company with the same name, registered as legal entity in the Trade Register near Tirana District Court number 30436, date 24.10.2003, Unique Identification Number K41406043S, having its registered office at Rruga "Murat Toptani", Qendra e Biznesit 12 kateshe, kati 9-10, Tirana,
- b) **Subscriber** is the individual, natural person or legal entity, which data can be found in the subscription form to whom is given the right to use the services of mobile telephone system of **EAGLE MOBILE**. Subscriber is any end user who has entered a contract with an entrepreneur offering electronic communication services, available for the public, to benefit the services offered.

- c) “End user” is the user who does not provide public network communication or electronic communication services, available for the public.
- d) Prepaid subscriber (Prepaid end user) is the subscriber who has chosen the advance payment for the services that shall profit. End equipment of the subscriber is any kind of equipment approved from the relevant competent authorities and that is consistent with characteristics of EAGLE MOBILE network, through which is performed the point-to-point communication.
- e) Authorization includes the Individual Authorization and the General Authorization issued to the Mobile Telephone Operator GSM in the Republic of Albania – Eagle Mobile issued by Electronic Communication and Postal Authority.
- f) System is the system of the mobile telephone service GSM installed at Eagle Mobile in accordance with the Authorization to provide public mobile telephone services which functions under the terms of the authorization given to EAGLE MOBILE
- g) Services are the basic services of voice communication and data transmission from one end point to another in accordance with the conditions of the Integrated System of Electronic Communications according to the Mobile Technology authorized pursuant to the international standards and Albanian legislation (including unreachable services provided by the systems of the other operators).
- h) List of prices is the list of prices of the abovementioned services of electronic communications or other services related to this service (attached to this Contract, issued by EAGLE MOBILE and determined by EAGLE MOBILE pursuant to the right of EAGLE MOBILE to value or modify the tariffs for the services provided by the system.
- i) Calling Fee is the amount defined in accordance with the list of prices paid by the users for the use of services.
- j) Network Connection Fee is the amount paid by the Subscriber for the connection of the Subscriber with EAGLE MOBILE network for his/her registration in this network on the date of acceptance of the subscription request form.
- k) Fixed Monthly Fee is the amount charged to the Subscriber from EAGLE MOBILE each month with post-payment for his/her remaining at EAGLE MOBILE network in accordance with the list of prices since the date of acceptance of the subscription request form.
- l) Taxes of subscriber for the use of the mobile telephony are the taxes paid to the Albanian state under the legislation in force.

- m) Subscription contract or SIM Card is the card containing the necessary microprocessor and link data to enable the connection of the end equipment of the Subscriber with Eagle Mobile network. SIM Card is inserted inside the end equipment through a special chase to enable the communication and use of the activated mobile telephony.
- n) Connection is the connection of the end equipment with the system.
- o) Interruption/Blocking is the temporary removal of the subscriber right to use Eagle Mobile services but even of the number given to him/her which can be returned back to him/her in certain circumstances.
- p) Interruption is the final removal of the Subscriber right to use Eagle Mobile services along with his/her telephone number.
- q) Roaming services are the services enabling the Subscriber to use other systems different from those which has been subscriber with (including subscribers registered in the systems which operate pursuant to the licenses issued from the other countries).
- r) International calls are the call performed toward fixed or mobile phones abroad.
- s) Program of use is the opportunity given to each subscriber to choose the system services according to his/her own needs as determined in the subscription form.
- t) Initial time period is the shortest time period, 12 (twelve) months of the contract
- u) AKEP is the Electronic Communication and Postal Authority.

2. ACCEPTANCE OF THE REQUEST FOR SUBSCRIPTION

- a) Any individual, natural person or legal entity is entitled that within a reasonable time period from the moment of the submission of his/her request for subscription and consecution of requests to use freely and with no distinction the telecommunication services which are given in accordance with the license terms and **EAGLE MOBILE** reserves the right to periodically take objective and impartial disciplinary measures to be protected from the risk of bad fines, which measure should be taken in proportion with the risk.
- b) **EAGLE MOBILE** is obligated to give separately those services and only in the coverage areas according to the determinations of the Authorization under these terms and the Subscription Form provide that the form shall be signed from the Subscriber consistent with the law and should be accepted by **EAGLE MOBILE**.

- c) EAGLE MOBILE should make a soon reply to the request for subscription. EAGLE MOBILE reserves the right that during the pre-contractual period to ask data on the address and identity of the future subscriber, like photocopy of the identity card, international passport, telephone or electrical power booklet or other documents, when he/she is a natural person and documents which verify his/her identity when he/she is legal entity and may also ask information for tax declaration or other documents similar to it in order to verify the payment capability of the subscriber and to take decisions to charge or whether not services or to act occasionally by avoiding or noticing the illegal acts.
- d) Subscriber is not obligated to any kind of amount without being executed the stipulation and signing of the contract by both parties.

3. CONNECTION WITH THE SYSTEM/GRANT OF SERVICES

Consistent with the above terms, EAGLE MOBILE shall realize the connection and holding to the system of the end equipments of the Subscriber and shall make all the efforts for the grant of the Subscriber services until the end of the contract as provided in Article 24, except the case when the contract is solved prior to its term as provided at point 15 and 16.

For this purpose Eagle Mobile shall provide the Subscriber with a SIM card and shall notify him/her for the relevant number of his/her connection and shall give to him/her the relevant instruction for the use of the services offered. Quality of the services offered by Eagle Mobile shall be in accordance with the indicators of service quality approved by AKEP.

After the receipt of the SOM card, the Subscriber reserves the right to use the information he/she has for the scope of the contract. It is expressly accepted through this document that the Subscriber has neither rights on SIM card nor on the data it has. Eagle Mobile is responsible only for the replacement of the damaged cards, except of the cases when these damages come as a result of the careless or intentional actions of the Subscriber.

Subscriber answers in a civil or penal way for the use of SIM cards against with the terms of the contract and with the law and is obligated that in case of loss, thief, entire or partly destruction of the card to indemnify Eagle Mobile for the damages caused.

In all the above cases and in the case when the quality of the cards is destroyed for reasons not depending on Eagle Mobile, Subscriber is obligated to notify immediately Eagle Mobile and to give back the SIM card by showing the subscription number of that card. Eagle Mobile shall replace the SIM card and in certain circumstances shall make the reconnection of the Subscriber with price of SIM card replacement according to the list of prices that are in force at the time of re-connection.

Announcement made to the Subscriber for his/her number shall not mean assignment of any right on that number, except the cases when provided expressly to the contract. Subscriber has the exclusive right to use the number of the end equipment with these terms. In the case of contract termination or interruption for any kind of reason, the right of using the telephone number of the Subscriber passes automatically to Eagle Mobile along with the other rights of use resulting from that number.. Re-transfer is performed automatically without the need of the written or verbal notification from the parties. Eagle Mobile reserves the right to transfer the right of phone number use when necessary for reasons related to the continuous functioning of the system, for technical reasons or when required by law or for the government's needs. In the event some telephone numbers remain disconnected to the network or stop to be connected for different reasons for 6 (six) consecutive months, EAGLE MOBILE may withdraw them back and give them to a third person without having any liability in this regard.

On the date of cancelling the telephone number connection, is automatically terminated the contract related to this number.

Notwithstanding the determinations to this contract, the subscriber has all the rights given from the legislation and regulatory frame in force, including the right of number portability provided by Eagle Mobile to another entrepreneur of the electronic communication in the Republic of Albania and use of the services of this other entrepreneur through the SIM card of Eagle Mobile.

4. TARIFFS

EAGLE MOBILE shall determine the content of the invoices provided that they must have sufficient information on the Subscriber to calculate the proper amount that shall charge for the services given according to their kind, including each calling time in the cases when the prices change as per their use.

For each performed call, Subscriber is charged consistent with the list of prices that is in force in certain circumstances. Eagle Mobile shall charge to the subscriber in accordance with the list of prices and tariffs of Eagle Mobile agreed to the contract at the moment of signing the Contract or its signed modifications.

Their services and tariffs, provided by Eagle Mobile and accepted by the subscriber are presented in the Annex of this contract and are integral part of the Contract signed between the parties.

Tariffs and services are object of amendment which are placed and published under the definitions of Law 9918 and the regulatory frame in the Republic of Albania

Change of the contracting services (unilateral reduction from Eagle Mobile to the number of services and/or their quality) and the increase of tariff of one or more services over the level

given in the Annex at the moment of contract signing is considered modification to the terms of the contract and Eagle Mobile has the obligation to notify in written the subscriber at least 30 days prior their effectiveness.

Announcement of the increase of tariffs shall be made within a time period not later that 30 days prior to the date proposed for their execution. The decrease of tariffs may enter into force immediately.

Eagle Mobile reserves the right to determine the terms and conditions for the participation of the subscriber of the subscribers in the promotional offers.

Eagle Mobile reserves the right to ask the payment of the invoices with credit cards issued by a national or international bank or by any other forms of payment determined to the Subscription Form. In any case is accepted cash payment or bank transfer. When the subscription ends after the initial period 12 (twelve) months has exceeded, or when certain services are not provided anymore, the warranties determined reasonably by Eagle Mobile and provided by the subscriber shall return to him/her when the subscriber has not more liabilities toward Eagle Mobile which are postponed by keeping them from the warranty given.

5. PAYMENT TERMS

- a) Subscriber is obligated to pay Eagle Mobile, as advanced payment or after the grant of services the following services:
 - i. Network connection fee (advanced payment)
 - ii. Fixed monthly fee (post payment)
 - iii. Tariff for all the phone communications and the tariffs for the additional services given from Eagle Mobile, which are provided in details in the guideline page consistent with the contract with the Subscriber for the way of providing the services as per the list of prices in force.

Eagle Mobile shall charge services monthly. Subscriber is obligated to pay within the payment deadline shown in the invoice. iii according to the way required by Eagle Mobile, in cash, by bank transfer, with credit card or other payment terms. Deadline of payment for post-paid subscribers shall not be earlier than the last day of the next month of the month charged. The invoice is issued and delivered to the subscriber in his/her own residence or to the address specified from the subscriber, officially (by post or by hand) and not later than fifteen calendaric days before the payment.

From this moment the Subscriber is informed on the issuance of the monthly invoices and consolidated invoices resulting from the computer centre of Eagle Mobile, which are based

on the use of SIM card which connects the subscriber to the network. Invoices are issued based on the telephone call fees and consistent with the list of prices in force and including all the fixed fees, call fees and tariffs of other additional services and are full proof of the obligation of the Subscriber toward Eagle Mobile. Subscriber waives expressly from the objection of the amount shown to the monthly invoice in case he/she has not made a written objection sent to Eagle Mobile within the payment deadline shown in the invoice.

- b) In case the subscriber does not pay the invoice within the payment deadline shown in the invoice:
- Eagle Mobile reserves the right to take some restriction measures as per the determinations in article 14.
 - Subscriber shall pay the usury at the extent of 0.5% of the outstanding monthly invoice for each day in delay for payment from the payment deadline shown in the invoice. In no case the usury value shall be larger than the outstanding invoice value.
- c) For the above payments, Subscriber shall pay the value added tax and the tariffs/taxes of the mobile telephony under the legislation in force.
- d) When the payment of invoices is performed through direct debit to the bank account, Eagle Mobile does not take any liability for the execution date of the actions from the relevant bank.
- e) Eagle Mobile shall issue and send with no payment to the subscriber the basic invoice which includes:
- Monthly fixed fee
 - Tariffs for service units
 - Calculation of payments
 - Fiscal obligations
 - Address and deadline of invoice payment
 - Payment terms: cash payment, card credit or other terms
 - Sanctions of case of outstanding payments (usuries, interruption of services, restriction of services, incoming and outgoing calls only for free numbers, termination of the contract from Eagle Mobile)
 - Local, national and international traffic detailed according to the called numbers and call duration.
 - Payment for each performed communication

- Contact number of Eagle Mobile for Customer Care for information on the invoice (calls toward this number are free of charge or low cost)

6. MAXIMAL CREDIT LIMIT

6.1 EAGLE MOBILE reserves the right to set the maximal credit limit for each Subscriber and change them in the case when the Subscriber passes from one tariff plan to another. When the Subscriber exceeds the credit limit, Eagle Mobile is entitled to:

- a) To interrupt/block the services given
- b) To issue invoice for the immediate payment of the liability
- c) To ask from the Subscriber the immediate payment of the warranty until the duplication of the value that has the invoice at that moment and to interrupt the grant of all services when the subscriber does not fulfil the above obligations. The maximal credit limit for the charged and uncharged services is the total amount of the warranty given by the Subscriber.

6.2 Aiming the expense control, the Subscriber has the right to ask from Eagle Mobile to set maximal credit limit.

7. TITLES

Titles to the terms of the contract are only for orientation scope and do not influence on the interpretation of their content.

8. EMERGENCY AND INFORMATION SERVICES

Subscriber may call free of charge, the police, the fire department or the first medical aid from any end user. Eagle Mobile makes available for the subscriber the information services and a telephone number, if any.

9. SECRECY OF THE TELEPHONE COMMUNICATION AND USE OF PERSONAL DATA

Eagle Mobile is obligated to provide the secrecy or the hidden character of the information or communication of the subscriber. Concretely:

- a) Eagle Mobile shall neither control nor disclose the personal data of the content of the conversations performed through GSM network given from Eagle Mobile, except to the case when this is necessary as part of the network maintenance activity or is provided from the legislation in force.
- b) Eagle Mobile shall not disclose, transmit or use the personal data of the Subscriber, including (but without being limited to) the data for the amounts spent or the numbers called by the

Subscriber for other purposes from those that are required the data, except of the case when such is necessary and is directly related to the grant of services and/or fulfilment of this contract and the case when such is provided by the legislation in force. Subscriber can be informed any time on the numbers called from him.

- c) Eagle Mobile shall treat the personal data of the Subscriber for the fulfilment of this contract for the purposes allowed of business determined by Eagle Mobile in which are included (but not limited to) the elaboration of the requests for subscription to the network, grant of services, products and services to the Subscriber, the holding of the transaction accounts, invoice preparation and the customer care service, control of credit report, creation and measure of database and service platforms the execution of the analysis for business information, reconstruction or reorganization of Eagle Mobile business, insurance of Eagle Mobile network and information, the protection of assets and rights of Eagle Mobile, including the rights of the intellectual property and trademark, employees and clients from the criminal activity or other activity that may cause damage to accomplish the legal and regulatory obligations in regard to the legal procedures, including the defence in litigations against Eagle Mobile.
- d) Upon your prior consent, Eagle Mobile may publish one or some of your data restricted in name, surname, telephone number, address and other data pursuant to Article 129, Law 9918 in the public telephone directories operated by Eagle Mobile or transfer these data for the public to any other public telecommunication operator provided by law or upon the decision of the Electronic Communication and Postal Authority for the publication of the telephone directory. Subscriber has the right to any time verify and ask the correction of his/her own personal data received and published in the telephone directories against payment.
- e) Eagle Mobile undertakes to respect the secrecy and privacy of the Subscriber and to treat the personal data of the Subscriber consistent with the legislation in force and the purposes allowed of business. Especially when the personal data of the Subscriber are held in another city on behalf of Eagle Mobile. Eagle Mobile guarantees that the level of security of data protection shall not be less than that of Eagle Mobile as per the determinations of the Albanian legislation.

10. USE OF VALUE ADDED SERVICES AND PROMOTIONAL GAMES

- 10.1 Eagle Mobile provides for the Subscriber through the proper equipment, the Value Added Services, for which it is licensed to offer pursuant to the Authorization issued by AKEP or services of the thirds which have entered agreement with Eagle Mobile (below “Value Added Services”). In any case, the Subscriber reserves the right to accept or not the grant of value added services in accordance with the Albanian legislation in force, these general terms and the subscription form.

- 10.2 Value Added Services are used “as is” which cannot be amended and also in them cannot be intervened from the Subscriber.
- 10.3 In the case when the Subscriber accepts the grant of value added services, he/she undertakes to use legally the Value Added Services. For this reason, the Subscriber declares expressly that: accepts that will not use the Services for : a) to cause damages toward the infants, b) to disclose or give information to the thirds which harm any kind of right or harm in any way to personal or social rights of the thirds or come against to the law, c) to defraud anyone in regard to the origin of Value Added Services, d) damage in any way the reputation of Eagle mobile or the thirds, e) to endanger the security of Eagle Mobile network, f) to undertake to the promotion of the unauthorized advertisements or spam, g) to find out information containing personal data.
- 10.4. Infants are prohibited to use value added services addressed only to adults over 18 years old and value added services that cost at least 120 ALL/minute (with VAT). For the protection of the infants, the grant of such services to Eagle Mobile network from Eagle Mobile and/or other providers of these services shall be performed according to the following process, but without being limited to:
- give since the beginning a warning that the services is addresses only to the persons over 18 years old e.g. **“If you are under 18 years old, please interrupt immediately the communication”**
 - and then will be required confirmation whether the person is not under 18 years old e.g. **“Please confirm that you are not under 18 years old”**. In case of non-confirmation the service will be interrupted.
- 10.5 Subscriber has always the right of the participation or whether not to the promotional games which shall be performed in accordance with the Albanian legislation. Eagle Mobile is obligated to carry out the game only after the rules are approved by the competent authorities and published by Eagle Mobile. Eagle Mobile is obligated to inform the Subscriber in a clear and comprehensive way, among others, that before the participation in the game, the subscriber should read the complete rules of the game:
- Eagle Mobile informs the subscriber where are published these rules (rules will be available for the public)
 - Eagle Mobile will ask from the subscriber to make the confirmation as follows:
“I have read the Accept the rules of the game”

11. OBLIGATIONS OF EAGLE MOBILE

- 11.1. Eagle Mobile is obligated to notify the Subscriber prior to the signing of the application subscription form for the general terms and conditions of the use of services determined by Eagle Mobile, duration of the contract for the grant of system service and way of its selection, terms of SIM card use, tariffs, system features, quality of services and the area of coverage with services.
- 11.2. Despite the obligations defined in the legislation and regulatory frame in force and the determinations in the other parts of this contract, Eagle Mobile has also the following obligations:
 - 11.2.1 To prepare the Contract and all its elements, in printed format, easily legible and comprehensive.
 - 11.2.2 Upon subscriber's request, makes the contract available for the subscriber in adequate format to fulfil the needs of the persons with limited ability of sight.
 - 11.2.3 To give the subscriber a detailed explanation of all the terms of use and contract prior to the signing of the contract.
 - 11.2.4 To give the subscriber detailed information on the tariff programs that may choose the subscriber by enabling the comparison between them, including:
 - i complete and clear information for the tariff packages and promotional or special offers like the decrease of tariffs, unlimited traffic, time of call execution by specifying among others what is included in the package/offer and what is not included in them, time periods of the offers and effect of excess including the tariffs applied
 - ii system of tariffs applied for the services like the minimal time of charging, way of charging after the minimal time, measure unit of charging (e.g. seconds, span, M/byte etc.), change of tariff with duration, time of call execution (peak/off peak) and their relevant span, etc.
 - iii additional services included in the package chosen
 - iv information for the quality of the provided/selected services.
 - 11.2.5 To notify in written the subscriber for the cases of launch in the market of the tariff packages having terms and conditions (including tariffs) clearly best for the subscriber that the packages chosen from him/her, by enabling him/her to change the tariff package.
 - 11.2.6 To not reject the connection to network of the end equipment consistent with Law no.9918 and its sub legal acts.
 - 11.2.7 To apply the increase of tariff of one or more services chosen by the subscriber to the contract, only after the termination of the written notification of the subscriber from Eagle Mobile at least 30 days prior to their effectiveness and acceptance of the new tariffs from the subscriber through its signing for the modification of the contract.
 - 11.2.8 To apply automatically without notification the decrease of tariff of one or more services chosen by the subscriber to the contract,
 - 11.2.9 To not determine financial liability for reconnection to the network if the interruption is due to the mistakes of Eagle Mobile.

- 11.2.10 To not suspend or interrupt the service or the contract if the subscriber has breached the terms of another contract with Eagle Mobile.
- 11.2.11 Pursuant to the subscriber's request, to allow the holding of the allocated number in case of changing the operator (number portability) and to allow the use from the subscriber of the services provided by other operators in accordance with the legislation and regulatory frame in force.
- 11.2.12 For the restrictions or service interruption which last more than 30 min, Eagle Mobile is obligated to inform AKEP and the subscribers. This notification is made :
- i at least 48 earlier in case of network improvement, modernization or maintenance
 - ii as soon as possible, but not later than 48 hours, after the restriction or interruption caused from network defects or damages.

12. RESPONSIBILITY TOWARD THE SUBSCRIBER/PROCEDURES FOR THE RESTITUTION OF MONEY

Eagle Mobile is responsible:

- a) when GSM network is not able to give to the Subscriber the electronic communication services for an uninterrupted time of more than 4 (four) consecutive hours or a general time of 12 (twelve) hours during the uninterrupted span of 30 (thirty) days (excluding the cases of force majeure provided at point 19 of this). Eagle Mobile shall deduct to the Subscriber that part of the monthly fixed fee of subscription paid from him/her during the interruption, even though the interruption is not due to Eagle Mobile.
- b) In case of delay for more than 3 (three) days for the repair of defect in the network, in case of imprudence in their repair or unjustifiable interruption of the services, Eagle Mobile is obligated to pay the Subscribers pursuant to the average formula of the monthly invoices paid to Eagle Mobile from a subscriber during the last half of the year preceding the defects or interruption as per the number of the days having service interruption. Subscriber is not entitled to ask other indemnification, except this payment. Charging should be clearly specified in the invoice issued at the moment when has occurred the interruption or delay for the defect repair.
- c) Indemnification of the consumer subscribers, in Law no.9902, date 17.04.2008 "For the Consumer Protection" and Law No. 9918 date 19.05.2008 "For Electronic Communication in the Republic of Albania", in the case of technical interruptions shall be done consistent with the legislation in force and especially in article 41, paragraph 3 (a) and 3 (b) of above law no.9902, and with the definitions of this contract.

13. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER FOR THE USE OF SERVICES THROUGH THE END EQUIPMENTS OF THE SUBSCRIBERS

Terms of use of the services given through the end equipments of the Subscriber is done in accordance with the laws related to the non cable telegraphy and telecommunications. Despite the above, the Subscriber is obligated:

- a) to not use or to not allow third persons to use the services given for the scopes which are against the moral or law;
- b) to not use Eagle Mobile SIM card for the re-routing of calls of electronic communications generated from third parties by using Eagle Mobile network toward the other Eagle Mobile subscribers, except by the written consent of Eagle Mobile;
- c) to follow the instructions of Eagle Mobile for the way of using the service and end equipments from the subscriber or for other issues;
- d) to give Eagle Mobile all the appropriate information when required;
- e) to use only end equipments approved for the system, which should have imprinted the relevant sign of the European Commission;
- f) to pay for Eagle Mobile all the amounts determined to the Contract, in case the end equipment is lost or stolen. Responsible for the well-functioning of the Subscriber's end equipment is only its producer. Eagle Mobile informs the Subscriber on the way of using the end equipment of service points where this use relies on. In case defect in the used end equipment, Subscriber should contact immediately the producer or his/her authorized service point;
- g) Subscriber is obligated to use the services in accordance with the law and workbook or relevant instructions;
- h) Despite the rights resulting from the obligations of Eagle Mobile, the Subscriber reserves the right:
 - to change any time the services selected through a written notification/request or upon any other means determined by Eagle Mobile, by respecting the terms of the contract.
 - to unilaterally ask in written the breach of the contract
 - to be informed in written from Eagle Mobile for all the modifications proposed in the terms of the contract of subscriber within a time period not later than 30 days prior to the date proposed for the effectiveness of these modifications.
 - to annul the contract against no notification and obligation in case does not agree with the modification of its terms (including the increase of tariffs). The termination of the contract shall not remove the obligations that the subscriber has pursuant to the old contract.

- i) prepaid subscriber has rights and obligations not less favourable than those of post-paid subscribers, in the conditions when the kind of service is same and applicable. For prepaid subscribers, the special conditions of the terms of use of services, including the charging through the top-up cards, deadline of their usage, are specified the following guideline of prepaid SIM cards, following top-up cards and other information published by Eagle Mobile;
- j) Notwithstanding the definitions to this contract, Subscriber owns the rights provided by the Albanian legislation and sub legal frame in force, in particular Law no.9918, Law no. 9902 and Law no. **9987**.

14. INTERRUPTION

- a) Eagle Mobile offers its services 24 hours daily for 365 consecutive days, except of the case when for time period not more than 6 (six) hours yearly, programmed to bring less problems to the subscriber during the interruption of services when necessary repair for network maintenance by announcing them publicly;
- b) Eagle Mobile may interrupt the grant of services or when deems reasonable may interrupt the connection of the Subscriber's end equipment from ii network, when such is due to the defects in the system or changes, improvements, maintenance of the infrastructure or other necessary repairs by taking measures for reducing the possible irregularities to the network;
- c) In case the Subscriber does not fulfil the terms of the contract, (except when Subscriber does not pay in due time his/her liability) or in case he executes or allows the execution of an action that Eagle Mobile deems that may affect or endanger the grant of services, Eagle Mobile may partly interrupt the services (and upon its will interrupts the connection of the subscriber's end equipment with the network) by notifying in written the Subscriber the reasonable period within which he/she should fulfil the obligations. Subscriber is obligated to pay all his/her liabilities for the time of service interruption to the network, unless otherwise provided by Eagle Mobile;
- d) In case the Subscriber does not fulfil the terms of the contract, or does not perform the payments as the conditions determined to the contract, Eagle Mobile reserves the right and is obligated to send a written notification within 15 days, in order that the Subscriber may accomplish the contractual obligations and warning for the restrictive measure that may undertake Eagle Mobile;
- e) In case the Subscriber shall not fulfil his/her contractual obligations within the deadline determined by Eagle Mobile, then the latter reserves the right to temporarily or finally

interrupt the grant of Services. Until the final interruption of the grant of Services, Subscriber is obligated to pay all the liabilities in case will profit telecommunication services of any kind. In case of non-payment of the liabilities specified in the invoice within the deadline determined in the invoice, Eagle Mobile shall notify the Subscriber via SMS through phone call to make the payment within an additional deadline of (5) days from the day of request. After the termination of the deadline, Eagle Mobile reserves the right to finally interrupt the services provided to the Subscriber;

- f) Eagle Mobile is not obligated to notify in advance the subscriber for the measures taken in case the breach of the contract:
 - a. causes a serious threaten of the public order and security, health and environment;
 - b. causes a serious physical, material or functional damage to the network;
- g) In case the Subscriber opposes the amount charged, Eagle Mobile may not act under point 14.1 of this article until a final decision when the Subscriber will be obligated to pay within a certain time period;
- h) In case is technically possible, Eagle Mobile is obligated to restrict the access only for those services that the subscriber has breached the terms of the contract, except when the subscriber abuses, or repeatedly performs in delay or does not pay the invoices;
- i) Eagle Mobile is prohibited to restrict the access for the use of emergency numbers prior to the final interruption of the service/contract;
- j) Eagle Mobile is entitled to suspend the services in case the SIM cards or Eagle Mobile services are used for other purposes than those given for the Subscriber and with the scope the profit of Eagle Mobile network without its consent, like:
 - (i) for the intercession and /or transfer of data and / or calls including but without being limited to the national/international call transfer to Eagle Mobile network and/or other networks;
 - (ii) for the re-direction against payment of the third parties traffic through the subscription at Eagle Mobile services;
 - (iii) to hide and/or modify the identity of the caller party for these purposes
- k) By means of the invoice sent to the recent known address of the subscriber, Eagle Mobile may cover the expenses performed for the fulfilment of the contractual obligations from the Subscriber by including but not being limited to the expenses made by Eagle Mobile for non giving the exact information required from the Subscriber;

- l) Except of the cases of network interruption (point 14. C.), Eagle Mobile in dependence of the circumstances at the time of interruption or re-connection may determine tariff for the interruption and re-connection of the Subscriber's end equipments and prices in force;
- m) Subscriber reserves the right to oppose the decisions or actions of Eagle Mobile for access or grant of services, when they come against to the terms of the contract. Objections under point g .of this article should be done in written within 15 (fifteen) days from the receipt of the notification of the decision or action performed by Eagle Mobile. Eagle Mobile decides for the complaint within 15 (fifteen) days from its receipt and written notification of the Subscriber. Subscriber reserves the right that in accordance with the definitions to the Contract for the settlement of disputes, to complain in the court for the decision taken by Eagle Mobile.

15. TERMINATION OF THE CONTRACT FROM EAGLE MOBILE

Notwithstanding the entirety of the rights, Eagle Mobile may immediately terminate the contract without any indemnification liability by notifying in written the Subscriber when:

- (i) Subscriber does not fulfil any of the obligations coming from this agreement or another agreement between the Subscriber and Eagle Mobile;
- (ii) Subscriber does not pay immediately the obligations after the excess of deadline with 2 (two) months from the temporary interruption or network blocking, by notifying him/her in written;
- (iii) Subscriber changes the name, legal status, bankrupts, liquidates, dissolves, is under binding administration or is required the cessation of payments or in other similar cases, regardless of the fact is such request has been submitted, when the Subscriber is unable to pay or is not able to pay the creditors;
- (iv) Subscriber executes or allows the execution of actions that may endanger the normal functioning of the network and grant of the services;
- (v) Eagle Mobile Authorization is revoked, terminates, annulled or is completely or partly changed for different reasons. Despite the above mentioned, in case of the contract of undetermined deadline, Eagle Mobile may terminate the contract upon a prior notification of 30 (thirty) days.

16. SETTLEMENT OF DISPUTES FROM THE SUBSCRIBER

- a) During the initial period of the contract, Subscriber may the immediate termination of the contract due to reasonable causes by notifying in written Eagle Mobile;

- b) By the termination of the initial period of the contract, Subscriber may choose it for any reason by notifying in written Eagle Mobile. Termination of the contract shall enter in force 30 (thirty) days after the receipt of the notification from Eagle Mobile. Also the termination of the contract upon immediate effect can be done due to reasonable cause by notifying in written Eagle Mobile. Consistent with this Article, reasonable cause for the termination of the contract is the increase of tariffs of telephone calls in larger percentage than the annual percentage of inflation issued by the Bank of Albania in December of each year preceding the increase. Subscriber may execute his/her right for the termination of the contract by using this cause within 2 (two) months from the notification for the increase of tariffs, otherwise the subscriber will be considered to have accepted their increase;
- c) Subscriber reserves the right to end the contract unilaterally and without additional cost in the cases of modification/replacement of the contract is does not agree on the new terms including:
 - increase of one or more service fee;
 - aggravation of the indicator of service quality from Eagle Mobile.

17. TERMINATION OF THE CONTRACT

- a) By the termination of this contract, Eagle Mobile interrupts the end equipment connection of Subscriber from the network;
- b) After the interruption of Subscriber from the network as a result of the contract termination, he / she is obligated to pay upon Eagle Mobile's request all the amounts provided in paragraph 5 and the outstanding tariffs at the moment of interruption as the list of prices. In the event the termination of the contract is done from the Subscriber within the initial period of the contract of 12 (twelve) months, Subscriber is obligated to pay the fixed monthly fee for the entire period of 12 (twelve) months.

18. ASSIGNMENT OF THE CONTRACT/RIGHTS

Subscriber cannot assign the rights and obligation resulting from this contract to the thirds without the prior written consent of Eagle Mobile. Eagle Mobile cannot assign the rights and obligations resulting from this contract to the thirds without the subscriber's consent when this may lead to the decrease of warranty and reduction of the quality of services.

19. FORCE MAJEURE

Eagle Mobile is not responsible toward the Subscriber for the breach of the terms of the contract and its inability in accomplishing its obligations due to force majeure. There will be considered as force majeure: War (whether declared or not), natural disasters, social conflicts, strikes, effectuation of the national or local emergency plans and restrictions in the offer of services decided by law, acts of the Albanian, foreign or community authorities with executive power, breach of law from the operators of the telecommunication networks, or from native/foreign GSM operators or third parties (natural persons or legal entities). Notwithstanding force majeure, Eagle Mobile will make all the possible efforts to best accomplish its obligations resulting from the contract.

20. AMENDMENTS TO THE TERMS OF THE CONTRACT

- a) These general terms (General Terms), along with the subscription form at Eagle Mobile network, services, level of quality and tariffs pursuant to the tariff program chosen from the subscriber and signed by both parties constitute the contract between Eagle Mobile and Subscriber;
- b) Definitions of the General Terms of the Contract and the Subscription Form are approved upon Decision of the Steering Council of AKEP no.1267, date 28.04.2010;
- c) General Terms of the Contract can be modified or replaced only after the consent of amendments by AKEP;
- d) For each modification or replacement to the contract (general terms and/or services/tariffs) Eagle Mobile should notify in written the subscriber at least 30 days from their entry into force;
- e) Modifications or replacement of the contract enter into force by the signing from both parties of an amendment or the new contract;
- f) Subscriber reserves the right to not accept the modification or replacement of the contract without notification. Non-signing of the modification of the contract or new contract, is considered as their refusal from the subscriber and automatically causes the termination of the contract.

21. ANNOUNCEMENT

Subscriber is obligated to announce Eagle Mobile for all the amendment of the data to the subscription requisition form. Until the notification of such changes, all the invoices or other documents shall be sent to the old address. Any notification sent to the Subscriber from Eagle Mobile in accordance with the contract shall be considered as received within 48 hours from the date of consignment. In regard with the delivery of invoices through mail service or other services, they shall be considered as received 10 (ten) days from the date of their issuance. All the time periods of the days determined to this contract are expressed in calendaric days.

22. ENTIRETY OF THE AGREEMENT

This contract is a complete and sole agreement between Eagle Mobile and Subscriber and replaces all the previous verbal and written agreements of Eagle Mobile.

23. SETTLEMENT OF DISPUTES

This contract is submitted to the legislation in force of the Republic of Albania. Each agreement between Eagle Mobile and Subscriber when not solved amicably shall be referred to the Albanian competent courts.

Eagle Mobile is obligated to accept and analyze immediately any request of the Subscriber and to solve any issue related to the grant of services, especially with the prices, quality of services, interruption of services, request for the grant of services of network connection under the definitions in the Guideline of the Disputes, attached to this contract. Eagle Mobile is obligated to keep a file of all complaints and requests of the subscribers which show that they have been solved and the time required for such. File is saved for at least two years. Eagle Mobile is obligated to save for at least two years the copy of invoices and to give explanations to the subscribers who have complaints for the invoicing.

24. EFFECTIVENESS/DEADLINE

24.1 This contract enters for time period of two months from the signing date of the contract from the subscriber. 10 (ten) calendaric days prior to the termination of this time period, Eagle Mobile notifies the subscriber in written or via SMS/phone call on the termination of testing period and right of contract termination from the subscriber without additional obligations for the termination of the contract within this time period;

24.1.1 In case the subscriber has not notified in written Eagle Mobile that does not want the continuity of the contract beyond 2 (two) months, the contract becomes a contract of undetermined time period, but not more than 24 (twenty four) months from its signing date;

24.1.2 30 (thirty) calendaric days prior to the termination of this time period, Eagle Mobile notifies in written the subscriber by informing him on:

- termination of the maximal period of the contract;

- right of contract termination from the subscriber without additional obligations for the contract termination within this deadline;
- right to re-enter a new contract.

24.1.3 Each of the parties reserves the right to ask the unilateral breach of the contract as the definitions provided to this contract;

24.2 In case Eagle Mobile will offer for the Subscribers other services, or tariff programs/specific offers which shall have as their necessary element the obligation to use the services for a certain period, then the rules provided from these general terms shall be applied as long as they do not come against with the special terms that will be characteristic of the special relation between Eagle Mobile and Subscriber. In case Eagle Mobile decides to apply an offer and a special tariff program, this will be reflected in the relevant paragraph of the subscription form.

25. ACCEPTANCE OF THE TERMS FROM THE SUBSCRIBER AND GRANT OF WAARRANTIES FROM HIM/HER

Subscriber is fully informed on the terms of this contract and accepts with no reservations the general terms of the contract along with the list of Eagle Mobile prices and tariffs in force, subject of periodical amendments of Eagle Mobile, performed under the definition of the legislation in force and this contract, comprise the entirety of the agreement between the parties for the grant of the telecommunication services from Eagle Mobile and respective charging of the Subscriber.

This Contract and all its elements is prepared in 2 (two) equal copies in the Albanian language, (one) copy for Eagle Mobile and 1 (one) copy for the Subscriber. Both copies are signed from either parties.

SUBSCRIBER

I have been fully informed and I accept all the terms of this contract.

For and behalf of Eagle Mobile

Subscriber

signature-stamp

signature

.....
(name-surname of the authorized representative)

.....
(name-surname)

ANNEX no.1: Table of services and tariffs

In this section are presented the basic and additional services provided by Eagle Mobile and chosen by the subscriber, relevant tariffs of the services and way of charging.

Annex 2: GUIDELINE FOR THE SOLUTION OF COMPLAINTS

- 1- Complaints can be submitted :
 - a- through the number of _____¹ for “Technical defects”;
 - b- through the number of _____ for “Complaint for charging”;
 - c- through Eagle Mobile wickets where is received a declaration for the complaint;
 - d- through the post for different complaints;
 - e- via e-mail in the address _____ ;
 - f- via fax to _____ ;

- 2- Deadline for the submission of the complaints is:
 - a- Complaints for “Technical defects” are submitted any time (24 hrs service);
 - b- Complaints for the decisions or actions of Eagle Mobile on access or action performed by Eagle Mobile within the determined deadline in the decision;
 - c- Complaints for charging are submitted until the end of payment deadline of the invoice claimed;
 - d- Complaint for disrepair of the defects should be immediately submitted since terminates the deadline determined in the relevant points of the contract;
 - e- Other complaints of any kind should be submitted as soon as possible;

- 3- Complaints, depending on their nature, are analyzed from the relevant structures of Eagle Mobile, based on the data received in the Branches or other Sectors and in conformity with the rules is made the analysis and their solution pursuant to the terms provided in the subscription contract;

- 4-Deadline of written notification of the subscription on the result of complaint analysis under points 2.b, 2.c, 2.d, and 2.e is within 15 (fifteen) days from their receipt;

5. Eagle Mobile keeps a special register for the submitted complaints as per points 2.b, 2.c, 2.d and 2.e., and the answers given in written as per point 4, by giving each a reference number;

6. Subscribers reserve the right that in accordance with the definitions to the contract for the settlement of disputes, to complain in the court for the decision taken by Eagle Mobile;

¹ Blanks should be filled by Eagle Mobile

