



Conditions of Mobile Communication Network Use

**CJST "Ukrainian Mobile
Communications"**

USE CONDITIONS

I. GENERAL PROVISIONS

1.1. Conditions of Mobile Communication Networks Use of NMT-450i, GSM-900, GSM-1800 Standards (hereinafter referred to as Use Conditions) determine the order and rules for the use of the mobile communication services being rendered by Closed Joint Stock Company "UKRAINIAN MOBILE COMMUNICATION" (hereinafter referred to as UMC).

Use Conditions regulate the relations between UMC and Subscriber or User, the rights and obligations of the parties, the procedure for Contract conclusion and termination, the settlement terms, the liability of the parties, etc. Use Conditions shall become valid from the moment of their approval. After the approval of Use Conditions, Rules of Mobile Communication Networks Use shall lose their validity.

1.2. Use Conditions shall be the integral part of the Contract concluded between UMC and Subscriber, as well as binding for User to the extent it concerns the procedure for rendering of services and receiving same by User without the conclusion of a written Contract.

1.3. Definition of Terms

- **Operator** is the enterprise rendering mobile communication services, the owner of the mobile communication network.
- **UMC** is the operator of a mobile communication network, that is a legal person established in accordance with the laws of Ukraine.
- **Customer** is a legal or natural person that wishes to become a Subscriber or User of UMC.
- **Subscriber** is a legal or natural person with which UMC concluded a Contract for the rendering of services that became valid. The conditions of services rendering to Subscribers shall be regulated also by additional internal instructions of UMC and instructions as to these services use.
- **User** is a person that uses network services without conclusion of a written Contract. In addition to these Use Conditions, other conditions for rendering services to Users shall be regulated by additional reference books and instructions for these services use.
- **Parties** are UMC and Subscriber or UMC and User.
- **Services** are mobile communications services offered by UMC with the use of mobile communication networks, as well as those additional services connected with them depending on engineering facilities of the operator.
- **Roaming Operator** is any enterprise that offers and renders mobile communication services in other country and with which UMC has a corresponding contract in regard to the provision of roaming services to UMC and its customers and users.
- **Dealer** is a person acting on the basis of a corresponding Dealer contract with UMC and engaged in the completion of

documents concerning relations as to rendering services to Subscribers on behalf and by order of UMC according to UMC's currently effective procedures and the laws of Ukraine, and performing UMC services sale to Users.

- **Contract** is an agreement between UMC and a Subscriber or between UMC and a User regarding the rights, obligations and liability of UMC and the Subscriber or UMC and the User as to the grounds, terms and conditions, as well as the order of the rendering, receiving and payment of mobile communication services.
- **Additional Contract** is an agreement between the parties about additional rights, obligations and liabilities of a Subscriber and UMC as to the range of services and Contract period, which may contain additional terms and conditions relating to the provisions stipulated by the Contract and/or Use Conditions as to the same issues.
- **Contract Conclusion** is the procedure of signing a written Contract between UMC and a Customer after the examination of documents provided by the Customer, said Customers acquaintance with Use Conditions and an information on mobile communication services, as well as with the procedure of necessary bill payments. A Contract signed by the both parties shall be considered as the concluded one, but such that it would not become valid up to a certain event or the performance of a certain action specified by the Contract, these Use Conditions or Rates. As to a User, Contract conclusion shall be the acquisition of the right for services use without written Contract.
- **Commencement of Services Rendering** is the provision for use of a telephone number (SIM-card) after a Customer has paid bills issued by UMC, money has been received in the current account of UMC and the examination by UMC of documents provided by Customer.
- **Contract Services Rendering Suspension** (mobile communication cutoff) is the temporal restriction of services based on UMC's initiative or on the Subscriber's application.
- **Subscriber Fee/Package Monthly Cost** is the fixed payment that UMC has determined for the Subscriber for access on a permanent basis to its telecommunications network and/or to roaming operators networks without reference to the actual reception of said services.
- **Advance Payment** is a money prepayment of a Customer or Subscriber on account for UMC services that would be rendered in the future.
- **Mobile Telephone** is a mobile terminal that has the certificate of conformance issued according to the order established by the law and that has the functions of communication sessions performance and reception without connection to other equipment and can be freely moved within the UMC network coverage. Any equipment that

has the main function of permanent or preferential transfer of calls to other terminals and/or other telephone networks (including public switched telephone networks), in particular, the equipment of GSM-gateway type, etc., is not a mobile telephone.

- **GSM-Gateway** is a device for connection of local (office) exchanges with GSM-standard networks.
- **SIM-Card** is a module of Subscriber identification in telephone networks.

1.4. The Subscriber's signature on a Contract shall certify Contract conclusion and the fact that Subscriber is acquainted with these Use Conditions, prices and rates, Contract terms and conditions, and the Subscriber shall fulfill them. The signature on a Contract shall confirm that the information and documents provided by Subscriber are faithful and comply with the current laws of Ukraine and statutory documents.

1.5. All provisions of Use Conditions and Contract shall be applied to assignees of Parties of Contract of mobile services rendering. In case of the death of a Subscriber, a natural person, the Contract shall be terminated, and balances of the paid money can be returned to heirs. The Contract shall be terminated in case of the receipt by UMC of a death certificate copy with notarial authentication.

1.6. All other issues including those concerning rights, obligations and liabilities resulting from relations between Parties and are not directly regulated by these Use Conditions, Contract and/or Additional Contract (if any), shall be settled with the use of the corresponding law(s) of Ukraine, in particular, the Law of Ukraine "On Telecommunications" and other special legislation in the telecommunications field.

II. CONTRACT CONCLUSION AND SERVICES RENDERING BEGINNING

2.1. Mobile services shall be rendered to a Subscriber on the basis of a Contract. The Contract shall be the main document determining the legal relationship between UMC and Subscriber.

2.2. A Contract shall not be concluded or shall not become valid if:

- Customer is younger than 18 years old, or Customer according to a judicial procedure is considered to be incapable or partially capable;
- Customer has debts to UMC or other mobile communication operators under contracts concluded earlier;
- Customer does not fulfill UMC demands as to the provision of the information about itself in the volume stipulated by these Use Conditions;
- Customer failed to make the necessary payments after

Contract signing or money was not received in the UMC current account;

- During examination of the Customer's mobile telephone, it was found to lack conformity with required specifications.

2.3. The Contract of mobile communication services rendering shall usually be concluded simultaneously with the order for services and shall become valid after the additional examination of the documents provided by the Customer, its payment of the bills issued by UMC and the provision of the telephone number for its use.

If during the examination of documents that have been provided any insufficiencies, contradictions or other violations are detected, UMC has the right to demand that the customer correct all such variations from the contract requirements. If the latter is not fulfilled, UMC has the right to refuse to conclude the Contract with the Customer.

2.4. For Contract conclusion the Customer shall provide UMC with the following documents and information:

2.4.1. Legal persons:

- State Registration Certificate;
- Authorities of the person that concludes Contract;
- Banking requisites information;
- Certificate from the Integrated State Register of Enterprises and Organizations of Ukraine for legal persons-residents of Ukraine or an extract from the trade, judicial or commercial register for legal persons-nonresidents of Ukraine;
- Information of its residence place (mail address);
- Information as to the contact person and contact telephone number in Ukraine;
- If the Contract for rendering of mobile communication services is concluded by an affiliate or representative office of the Customer, the extract from Provisions on Affiliate or Representative Office where the right of this structural unit for the conclusion of the economic contract on behalf of Customer or the power of attorney with the affiliate, representative office or their official authorities for the conclusion of contracts on behalf of Customer, shall be provided instead of State Registration Certificate.

2.4.2. Natural persons-residents:

- Current passport of a citizen of Ukraine with the note on the person's registration in Ukraine;
- Information on its residence place (mail address);
- Copy of Certificate of Identification Code Conferment;
- In case a person did not receive the identification number because of its religious or other convictions, the availability of the note about it in the passport shall be checked;
- Information on the contact telephone in Ukraine.

Natural persons-non-residents:

- Effective passport of citizen of foreign state with the note on the foreign citizen registration at the state border

crossing point of Ukraine, and for a person without citizenship – the person's identification document;

- Information on the residence place (mail address) in Ukraine on the permanent or temporal basis;
- Information on the contact telephone in Ukraine.

2.4.3. Foreign diplomatic representation offices (embassies, consulates) shall provide the certificate of accreditation from the Ministry of Foreign Affairs of Ukraine and the document certifying the authority of the person for Contract conclusion.

2.5. In case of refusal to connect a telephone to the network, UMC shall return to the Customer the money paid on the basis of the corresponding application of the Customer.

2.6 If circumstances contrary to the conclusion of a valid contract become known after a contract has been signed, UMC has the right to suspend Contract validity on a unilateral basis, as well as to refuse to return to the Customer any monies proffered based on the assumption that the Contract should be valid, if the person that concluded the Contract has debts to the operator under Contracts of mobile services rendering concluded earlier with UMC.

III. CUSTOMER RIGHTS

3.1. The Customer has the right:

3.1.1. After a Contract becomes valid – to use UMC services according to the Contract concluded by the parties and these Use Conditions, as well as to require UMC to fulfill the obligations fixed in Use Conditions;

3.1.2. Order and use at its own option the services being offered by UMC according to the rates established by UMC, taking into account the engineering facilities of the Customer's mobile telephone;

3.1.3. To refuse the Contract in case of disagreement with a change of rates for the services with the personal application to UMC or through the authorized representative with the written application on the refusal from the services within 6 days after the date of the publication of the information about the rates increase;

3.1.4. To receive the following information from UMC:

- On its accounts, the advance payment balance;
- On services, UMC network and roaming coverage, the order of using the telephone number provided to it, UMC rates;
- On the possible obstacles and changes in UMC mobile communication network operation;
- Other information connected with UMC services rendering;

3.1.5. To refuse from the services and terminate Contract with the written notification of UMC about it 7 calendar days before the services use termination, and in case of Additional Contract availability – on the terms and conditions speci-

fied by Additional Contract. In this case Customer has the right to the unused advance payment return (except for the primary advance payment – item 10.5 of these Use Conditions), excluding the administrative expenses sum provided by the Effective rates of UMC;

3.1.6. To suspend the services receiving at its own request according to the order provided by these Use Conditions and in accordance with the provisions of Contract and/or Additional Contract (if any);

3.1.7. To change the rate package unless otherwise provided by Additional Contract;

3.1.8. To submit written applications, propositions and claims to UMC;

3.1.9. To terminate a Contract according to the rules specified in it and these Use Conditions, and in case of Additional Contract availability – according to the provisions specified by Additional Contract.

3.1.10. To use a mobile telephone according to the order provided by Manufacturer's Instructions and in accordance with these Use Conditions.

3.2. The change of the rate package shall be performed on Customer's request on any working day of the month, except for the last calendar day of the month. The cost of the rate package change shall be specified by the current rates of UMC.

IV. SUBSCRIBER OBLIGATIONS

4.1. Subscriber shall:

4.1.1. Fulfill Contract concluded between the parties, Additional Contract to it and these Use Conditions;

4.1.2. Pay in a timely manner the bills for services rendered by UMC according to the settlement order specified in Contract and/or Use Conditions, make the advance payments up to the moment of the actual use of the advance payment made earlier;

4.1.3. Check personally the advance payment balance; in case of necessity, make the next advance payment. In case of the full use of the advance payment sum, UMC has the right to limit restrict temporarily mobile communication services rendering to Subscriber;

4.1.4. Notify UMC immediately in the written form about the following circumstances:

- Change of its surname, mail address, contact telephone, other legal requisites together with the provision of the new data;
- Theft or loss of the passport for natural persons; the foundation documents for legal persons;
- Loss or theft of the mobile telephone and/or SIM-card being used by the Subscriber;

- Subscriber-legal person activity termination or bankruptcy, but not later than the bankruptcy case beginning or the liquidation commission establishment;
- 4.1.5. Use and take care of the mobile telephone and/or SIM-card according to Instruction Manual, remaining personally liable for all results of this demand non-fulfillment;
- 4.1.6. Not permit the commercial use of the terminal equipment and subscriber lines for telecommunications services rendering to third persons.
- 4.2. If the Subscriber does not fulfill the provisions of item 4.1.4 of these Use Conditions, the notifications, bills, debt demands, etc. sent to it from UMC according to the information on the mail address provided earlier by Subscriber, shall be considered as received by the Subscriber.
- 4.3. If the Subscriber transferred for use its mobile telephone(s) and/or SIM-card or gave the possibility for use of either by a third person, the Subscriber shall remain liable for the mobile communication use and for the timely payment of such bills as may result.

V. UMC RIGHTS

5.1. UMC has the right:

- 5.1.1. To demand from a Subscriber the fulfillment of all obligations specified in Contract and these Use Conditions;
- 5.1.2. To determine and change the rates for services, the mobile communication network coverage and the list of roaming operators;
- 5.1.3. To establish and change the terms and conditions of service rendering and the list of services being rendered in UMC network;
- 5.1.4. To refuse from Contract conclusion, to terminate Contract and/or to suspend services rendering with the availability of the grounds specified in Contract and/or Use Conditions. In case of Contract termination and availability of grounds for it, UMC shall reserve the right to charge the administration expenses cost connected with Contract termination according to the approved rate, as well as the contractual sanction in the amount, order and on the grounds specified by Additional Contract (if any);
- 5.1.5. To change the telephone number based on technical reasons with the previous notification of Subscriber of it;
- 5.1.6. To refuse to render services for which the monthly subscriber fee is not charged (or that are not included in the monthly package cost) and which require additional network resources (such as Voice Mail, Data, Fax-message, etc. Transfer), if Subscriber does not use these services during three months with the notification about such refusal two weeks before such refusal;

5.1.7. To disconnect the terminal equipment of the Subscriber and to suspend the service in cases established by Contract and Use Conditions.

5.1.8. In case of Subscriber use of the roaming service, UMC reserves the right to include the services received in the previous settlement periods in the current settlement period;

5.1.9. In case of the non-payment or a systematic untimely payment of the indebtedness for the services rendered under Contract – to provide third persons – potential creditors of the Subscriber – with the information as to the settlements state under Contract (including its name/first name, surname and patronymic, identification code (number), address or other data specified by Subscriber at Contract conclusion), as well as to use such information with the purpose of the formation of the register of debtors opened for such third persons;

5.1.10. In case of the full use of the advance payment sum, UMC has the right to restrict temporarily mobile services rendering to Subscriber.

5.2. Contract shall not be concluded without the additional advance payment or the availability of Contract of guarantee or Contract of banking guarantee, in case:

- Natural or legal person has or wishes to connect four or more telephone numbers to UMC network;
- Natural or legal person has no permanent residence place in Ukraine;
- Natural or legal person is a foreign enterprise representative on the territory of Ukraine;
- Natural or legal person orders international telephone communication and roaming services.

The additional advance payment amount shall be specified by UMC at its own discretion.

UMC can conclude a Contract of banking guarantee only with the bank servicing the Customer, and a Contract of guarantee – only with the bank servicing Customer or with the enterprise which has financial stability that is beyond any doubt.

VI. UMC OBLIGATIONS

6.1. UMC shall:

6.1.1. Fulfill the Contract concluded between parties' representatives and Use Conditions;

6.1.2. Render services to the Subscriber according to the terms and conditions of the concluded Contract;

6.1.3. Provide Subscriber with information about current effective rates, Use Conditions, notify Subscriber that the advance payment made is used up, and render other information connected with the rendered services;

6.1.4. On the basis of Subscriber's application – suspend (cutoff) mobile communication services rendering or terminate Contract (as well as in the case of telephone theft);

- 6.1.5. Notify Subscriber on UMC requisites change;
- 6.1.6. Regularly within the next month – provide Subscriber with the bills for the rendered services taking into account the international telephone calls (including those on international roaming), but not later than three months after the services were rendered;
- 6.1.7. Within three months after the date of the written execution of Contract termination – provide Subscriber with the final statement by mail;
- 6.1.8. Send bills by mail;
- 6.1.9. In case of refusal in Contract conclusion – return the sum paid by Customer (except for the cases provided in item 2.6 of these Use Conditions) or after Contract expiry – return to Subscriber the advance payment balance through transfer to the bank account specified by it;
- 6.1.10. Consider Subscriber written applications, propositions and claims within the term provided by the current laws of Ukraine;
- 6.1.11. Not disclose the registration data of Customers except for the cases provided by Contract with Subscriber, these Use Conditions and the current laws of Ukraine;
- 6.1.12. UMC shall not publish the information on the rates and coverage of roaming operators' coverage, services availability and quality, and shall not be held liable for the accuracy of such information in case of its publication, as well shall not be held liable in case of change of rates, services and roaming operator's coverage.

VII. SETTLEMENT AND PAYMENT PROCEDURE

7.1. Subscriber shall pay the monthly subscriber fee or the package cost depending on the selected rate for the rendered services and for the number support in UMC mobile communication network.

- Each Subscriber shall be provided with one personal account on which the settlements for the rendered services shall be performed for all registered Subscriber numbers. In some cases UMC can provide several personal accounts for each telephone numbers' group.

7.2. The actual use of one or another service by Subscriber shall mean that this service was ordered by Subscriber or User.

7.3. The cost of the rendered services shall depend on the corresponding rate and the range of the rendered services. For the use of communication services abroad, UMC shall perform the settlements according to the rates specified by roaming operators and UMC rates for the mobile communication services being effective at the moment. The effective

rates of roaming operators are beyond UMC sphere of responsibility. The accounting of the rendered services shall be performed:

- On the second-to-second charging basis – for all incoming and outgoing calls within Ukraine, for outgoing calls abroad and for incoming calls received from abroad during the stay within roaming operator's networks for that part of the call or service which accounting is performed by UMC (for Subscribers that concluded a written Contract with UMC);
- Depending on the rules of the services range accounting by roaming operators for all incoming and outgoing calls in roaming which accounting is performed by the roaming operator (for Subscribers that concluded the written Contract with UMC);
- On the minute-to-minute charging basis – for all incoming and outgoing calls in roaming, further, each uncompleted minute of the call shall be paid as 1 (one) complete minute (for Users of the prepaid service);
- For the order or access to the service;
- For text (SMS) or multimedia (MMS) messages sending;
- For the volume of the sent or received information or data;
- For other services that UMC introduces from time to time and that the Subscriber uses.

For the calls in roaming, the accounting of the rendered services shall be performed according to the accounting being effective in roaming operators' networks and the accounting being effective in UMC networks.

The charging of the first second or minute of the call shall begin from the moment of the communication establishing (including that with the engineering facilities of an answering machine, automatic number identifier (ANI), fax, office exchanges type, etc.).

7.4. For the month of the connection to mobile communication networks the payment for some services shall be charged proportionally to the calendar days of the Customer as a Subscriber plus the payment for the next month.

7.5. The number and cost of the services rendered to the Subscriber within the accounting period shall be determined according to the data of the engineering facilities employed by UMC that measure the duration, range and cost of the services rendered to the Subscriber, as well as according to the information provided by roaming operators.

7.6. The package cost and the services package cost shall be charged and prepaid by Subscriber for the next period after the accounting one.

7.7. The cost of a package or service, the cost of a service package, packet minutes or other services within the package shall be charged proportionally to the days of the active telephone number service in the corresponding rate package.

7.8. UMC shall send to Subscriber the bill(s) for the rendered services according to its service number. The payments shall be received by UMC within the term specified in the bill(s), or in case of the non-reception of the bills up to 15th date of the month next to the accounting one, up to 20th date of the month next to the accounting one. In case of failure to pay the bill(s), UMC has the right according to item 8.4 of Use Conditions to restrict temporarily mobile communication services rendering.

7.9. In the payment order for the monthly bill payment Subscriber shall specify the number of the telephone/contract and the personal account.

7.10. The non-reception of the bill(s) shall not exempt Subscriber from the obligations as to the rendered services payment. UMC shall not be held liable for the non-delivery or for the untimely delivery of the bills by mail. If the Subscriber did not receive bills for the rendered services for the past month, it can get the information as to the bill through telephone contact with the Subscriber Service Center.

7.11. For the untimely payment of bills UMC has the right to charge a penalty to the Subscriber. The penalty shall be charged from the day following the last day of the bill payment deadline in the amount of 1% of the indebtedness sum for each delay day, unless another penalty amount is provided for by the current laws of Ukraine.

7.12. Subscriber written claims as to UMC bills shall be taken for consideration only in case they are received within the time limitation specified by the law and shall be considered within one month after their reception. Further, the Subscriber shall pay the claimed sum of the bill completely. In case of the Subscriber's claim is ruled valid, UMC shall consider the sum paid by Subscriber as an overpayment and consider it as the advance payment for the future services or return it on the Subscriber's application to the Subscriber's bank account.

7.13. The settlements for UMC rendered services in the next accounting period shall be performed from the advance payment made by Subscriber.

7.14. In case of refusal to conclude a Contract, UMC shall return the money paid by Subscriber during the connection (except for the cases provided by item 2.6 of these Use Conditions) after their reception to UMC account through transfer, on the Customer's application, to the Customer's bank account.

7.15. The documents on bill payment shall be stored by the Subscriber during a 3 year period.



VIII. ORDER OF TEMPORARY MOBILE COMMUNICATION SERVICES RESTRICTION

8.1. A cutoff (temporary restriction) of mobile communication may be performed on the initiative of UMC or the Subscriber.

8.2. The Subscriber may cut off communication only on the basis of a written application submitted personally. UMC shall cut off the communication on the day of the application reception or on the day specified in the application. If the application is received on the official free time of UMC (on day off or state holiday) the communication shall be cut off not later than on the next working day after said day off or holiday. It is necessary to specify the desirable term of the cutoff, as well as the reason(s) of the cutoff in the application.

8.3. In case of the loss of a mobile telephone or SIM-card, the communication can be cut off on the basis of the oral application of the Subscriber to the telephone of the UMC Service Center. Further, the Subscriber shall notify UMC not only the number of the lost telephone or the telephone with the lost SIM-card, but also other maximally complete data that UMC representative considers necessary to establish including personal data. The Subscriber shall also confirm the oral notification of the loss or theft of the mobile telephone or SIM-card in the written form not later than on the nearest working day after the day of the oral application. In case of application or claim concerning the communication cutoff on the basis of the oral application, services rendering is renewed and can be terminated repeatedly only on the written application of the Subscriber. Before communication cutoff, the Subscriber shall be liable for the services consumed with the use of its telephone number(s) that are subject to payment on the universal basis.

8.4. UMC can temporarily restrict the mobile services range if:

8.4.1. Subscriber does not pay the bill(s) as required by these Use Conditions and Contract;

8.4.2. The cost of UMC mobile communication services rendered for the telephone number(s) of Subscriber exceeds the advance payment sum on the personal account;

8.4.3. The bankruptcy procedure is begun against Subscriber or the liquidation case is begun against the legal person, or the bank account and property of Subscriber are arrested;

8.4.4. Subscriber specified incorrectly its mail address or other legal requisites, or did not notify about their change, including the case, if Subscriber bill(s) are returned to UMC

with the indication that it is absent at this address, moved out, or refuses to receive mail messages, etc.

8.4.5. Subscriber violated these Use Conditions;

8.4.6. The person that concluded the Contract has no necessary authorities for it;

8.4.7. It became known to UMC that the Subscriber uses an illegally purchased mobile telephone and/or SIM-card;

8.4.8. Subscriber uses defective mobile telephone;

8.4.9. Subscriber earlier was UMC debtor under a Contract concluded by him or on his behalf, or UMC has grounds for the doubts as to the Subscriber's solvency;

8.4.10. The Subscriber uses UMC mobile communication networks for amoral actions, as well as for actions that violate or can violate civil order, infringe on the honor and dignity of citizens and enterprises or result in their claims, or that could result or result in UMC services quality decrease to other subscribers, or abused the rights given to it according to Contract, in other forms;

8.4.11. Subscriber without the previous written consent of UMC uses the engineering facilities for the commutation and/or routing (forwarding) of incoming and/or outgoing calls using the tone signal dialing through any commutation devices (equipment of GSM-gateway type) or performs short text (SMS) and/or multimedia (MMS) messages sending with the purpose of advertising;

8.4.12. The character and quantity of Subscriber calls attest to the fact that they were directed to the reception of the additional advantages (bonuses, free minutes, etc.) by subscribers of other telecommunications networks operators.

8.5. In case of the restricted services range rendering to Subscriber according to item 8.4 of these Use Conditions, the fee for retention of the number in the mobile network shall be charged according to the fee specified by UMC tariffs. The Subscriber will retain the telephone number. The numbers that are cut off on UMC initiative shall be saved as a rule for 3 calendar months.

8.6. Mobile communication services shall be resumed provided that the circumstances specified in item 8.4 of these Use Conditions being removed.

8.7. The telephone number activation after the temporal cut-off shall be done after the actual crediting of the money to the personal account of the Subscriber.

8.8. On the basis of an Additional Contract, UMC may permit the Subscriber to use the engineering facilities specified in item 8.4.11.

8.9. In case of the mobile telephone cutoff as it is provided in item 8.4.11, UMC may propose to the Subscriber connection to other rate packages.



IX. CONTRACT TERMINATION ORDER

9.1. Contract for mobile communication services rendering shall be terminated:

- In case of the written application of the Subscriber submitted personally;
- In case of UMC's refusal of further services rendering to the Subscriber;
- In the cases specified in item 9.2 of Use Conditions.

9.2. The validity of Contract for mobile services rendering shall be immediately terminated (Contract shall lose the validity) if:

- Subscriber's telephone is temporarily cut off due to indebtedness for the services rendered earlier, and Subscriber does not pay the indebtedness within one month after the relevant notification was sent to the Subscriber;
- Subscriber has debts to UMC under Contract concluded earlier, and this circumstance is revealed after the new Contract became valid;
- Subscriber provided inaccurate information or documents about itself;
- Subscriber-legal person is recognized as bankrupt according to the order specified by the law or terminated its activity;
- Subscriber uses services not only for the satisfaction of its own needs in communication services, but also performs through UMC networks the routing of calls of other communication services consumers to public switched telephone networks including those to UMC networks;
- In case of Subscriber violation of a provision of Use Conditions or Contract or the current law, UMC has the right to terminate services rendering for all SIM-cards Subscriber uses according to Contract.

9.3. For Contract termination on its own initiative, the Subscriber shall personally or through an authorized representative make application for Contract termination. Legal persons in the exclusive cases may send an application for Contract termination by mail. The application shall be signed by the enterprise head and certified with the enterprise's stamp.

9.4. Contract termination shall not release the Subscriber from payment of the bills for the rendered services and the final settlements for the services actually rendered during the month of the Contract termination. The final bill shall be paid within the terms specified in it.

9.5. The grounds for the termination of Contract of mobile services specified in item 9.1 of these Use Conditions shall not release Subscriber from the payment of the indebtedness within the terms specified in UMC bills for the services actually rendered before Contract termination.

X. LIABILITY OF PARTIES

10.1. UMC and Subscriber shall fulfill the provisions of these Use Conditions and Contract in proper way. The non-fulfillment or improper fulfillment of Use Conditions and Contract shall result in the liability provided by the current laws of Ukraine with taking into consideration the provisions of Contract and/or these Use Conditions.

10.2. Neither Party shall be held liable for the non-fulfillment of the obligations resulting from these Use Conditions and Contract, except for the money ones, if such non-fulfillment is due to Force Majeure circumstances.

Such circumstances include fire, natural disaster, military operations, strikes, failures in the power supply system, Government decisions, etc.

10.3. Operator shall not be held liable for any losses inflicted due to the physical and geographic factors impact on the mobile communication network in the area of Subscriber mobile telephone location (thunder, relief peculiarities, local electric and magnetic fields influence, etc.), as well as if the telephone is outside the mobile network coverage. In addition, the Operator shall not be liable for indirect losses or lost profits that can generally occur.

10.4. Claims as to the mobile communication shall be considered if received within the limitation period specified by the current laws for analogues claims and shall be considered within one month after their reception. Claims as to the order of the settlements for the services shall be considered in accordance with item 7.12 of these Use Conditions.

10.5. In case of the refusal of services and Contract termination on the Subscriber's initiative before the moment of the full use of the primary advance payment made by Subscriber, except for the case when such refusal from the services is the result of UMC violation of the contractual conditions, Subscriber shall pay a penalty to UMC in the amount of 100% of the primary advance payment balance unused by Subscriber up to the moment of the services rendering termination.

XI. COMPENSATION FOR LOSSES

11.1. Compensation of losses caused to Subscriber by UMC shall be governed by the Contract and the Use Conditions, and in the part that is not regulated by the Use Conditions and the Contract – by the laws of Ukraine regulating the relations concerning this issue.

11.2. The Subscriber may demand from UMC compensation for the direct losses caused to it only in case they occurred due to UMC fault, and there is confirmation of such UMC

fault. Moral damages and indirect losses including lost profit shall not be subject to the compensation.

XII. QUALITY AND COVERAGE OF UMC NETWORKS

UMC strives to provide the best quality and coverage by its mobile communication networks. However, due to the factors beyond the reasonable control of UMC, it is not always possible to provide 100% coverage and 100% access to the network. The local conditions including natural and weather conditions, radio interferences from other measuring devices, buildings, overflow traffic and communication use in certain places can affect negatively on radio signal availability and power.

XIII. FINAL PROVISIONS

13.1. All disputable issues resulting from these Use Conditions or Contract shall be settled by parties through negotiations. In case negotiations do not result in dispute settlement, the issue shall be submitted for consideration to the corresponding court according to the subordination and jurisdiction rules specified by the current laws of Ukraine.

13.2. Alterations and amendments to these Use Conditions can be introduced by UMC, and they shall become valid from the moment of their approval. Subscriber may receive information about alterations and amendments from the Subscriber Service Department of any UMC affiliate.

13.3. These Use Conditions have been rendered in Ukrainian and English, both texts being equally authentic. In case of any discrepancies in the texts, the Ukrainian version shall be the preferential one.

These Use Conditions are put into effect basing on the order of Acting General Director of UMC # ОД-299 of 10.10.2005.



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