

**GENERAL TERMS AND CONDITIONS
FOR PROVISIONING OF INTERNET SERVICES BY
GLOBAL COMMUNICATION NET AD**

GENERAL PROVISIONS

Art. 1. The present General terms and conditions provide the terms and conditions of Internet access and provisioning of Internet services based on IP and in accordance with sample model OSI by **Global Communication Net AD**, registered under company file No. 8131/2006 in Sofia City Court, with address 46, Sv. Sv. Kiril i Metodii Str., Oborishte District, 1202 Sofia, IN 175156765, hereinafter referred to as the Operator.

Art. 2. Pursuant to the present General terms and conditions, a Client is considered any physical person, legal entity and/or joint venture that has entered into contract for providing of Internet services with Global Communication Net AD as per art.3.

Art. 3. (1) The provisioning of Internet services shall be realized under a written contract, concluded between the Operator and the Client.

(2) According to the contract as per paragraph (1), the Client assigns and the Operator accepts to provide to the Client against payment Internet services, to one or more than one units of the Client.

Art. 4. Upon concluding the contract, the clients have to prove their identity as follows:

1. The physical persons and free lanced persons - with identity documents, and the free lanced persons, also with a document from a competent authority, verifying their profession as well;

2. The legal entities and the sole traders – with a court decision for initial registration, court document for good standing of the company, tax registration document, BULSTAT number.

3. The legal entities, which are not business entities – with their acts of establishment, issued by the relative competent state authorities.

Art. 5. (1) The General Terms and conditions are obligatory for the Operator and the Clients, who accept them by signing a contract.

(2) Conditions, other than the ones settled herein, may be negotiated only by an additional written agreement between the Operator and the Client.

Art. 6. The operator has the right to refuse to provide the Services to a Client if the latter has outstanding obligations as per a previous contract or if he does not meet any other requirements as per the present General terms and conditions.

RIGHTS AND OBLIGATIONS OF THE OPERATOR

Art. 7. The Operator is obliged to:

1. Provide the Services according to the contract

.3	under art.3 and Attachment – “Agreement for service quality”, to the latter.
2.	2. Install, put into operation, maintain, check and repair the equipment provided by him as per art.18.
3.	3. Connect to the network only end devices, which correspond to the required parameters pursuant to the Law for the technical requirements towards the products and the Ordinance for the essential requirements and the evaluation of the conformity of the radio devices and the end telecommunication devices.
4.	4. Inform the Client in advance of any disconnection or deterioration of the quality of the provided service during regular checks, repairs or due to network development, as well as of the duration of the disconnection or deterioration of the service quality;
5.	5. To send a preliminary written notification to the Client when access to his premises is required, except in cases of emergency situations;
6.	6. Announce the contact address and/or phone number for cases of emergency and for providing information;
7.	7. Ensure free of charge access to the emergency numbers till termination of the contract;
8.	8. Keep within a specified period the data needed for payments.
. 8.	Art. 8. The Operator is entitled to turn off from the network technically damaged end devices and such with parameters, which does not suit the requirements as per art.7, item.3.
. 9. (1) (2)	Art. 9. (1) The Operator sets the prices of the provided Services in accordance with the requirements of the Electronic Communication Law. Change of the prices shall be made in accordance with the regulations of the existing legislation and with a preliminary notification to the clients. (2) The Operator is entitled to receive the price for the provided services in the terms and conditions stipulated in the present General terms and in the contract between the parties.
. 10.	Art. 10. The Operator is entitled to charge the Client if he discovers and/or repairs failures caused by intentional or unintentional acts of the Client and/or by third persons, or if the Client is not able to comply with the technical requirements of the contract.
. 11.	Art. 11. The Operator is entitled to the right of planned or necessary disconnections of the service as per the conditions of art.31, item 1.
. 12.	Art. 12. The Operator is not liable for the content of

the transferred via the network Internet information service.

RIGHTS AND LIABILITIES OF THE CLIENT

Art. 13. The Client is obliged:

1. To provide for the term of the contract adequate and reliable conditions, support, electrical supply and technical feasibility for the Operator to provide the Services and to implement installation, maintenance, repairs and de-installation of the equipment.

2. To allow access to his premises for the purpose of installation, maintenance, repairs and de-installation of the equipment, as well as to enable the Operator to execute his rights and obligations under this contract.

3. To comply with all regulations of the valid legislation, as well as all prohibitions and restrictions related to the Services, laid down by the relevant state authorities, as the Client is not allowed to use the Services in contradiction with the applicable laws and regulations.

4. To pay the fees for the provided service in accordance with the regulations of the "Payment Terms", listed below.

5. To inform immediately the Operator of any change in his registration data under art.4, and to present certificates of good standing every six months(when it is a legal entity). Otherwise, the Operator is not responsible for the information written on the invoices and other documents, as well as for their sending to the client.

6. To insure at his expense the electricity supply, air-conditioning and other conditions, which secure the normal functioning of the equipment.

7. To insure the safe exploitation of the equipment after the installation.

Art.14. All damages to the equipment caused by improper use, natural disasters or theft will be repaired at the expense of the Client. Insurance against certain risks is recommended and shall be on behalf and at the expense of the Client.

Art. 15. (1) The Client is not entitled to repair, replace, remove or change in any other way any part of the equipment, as well as to allow third persons to execute any of the abovementioned actions with the Client's awareness and approval, without a preliminary written permission from the Operator.

(2) If the Client doesn't keep his obligations under paragraph 1, he is obliged to pay to the Operator all resulting damages, including replacement of the equipment in full.

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(3) If the Client fails to observe his obligations under the previous paragraphs for the second time, the Operator has the right to terminate the Contract unilaterally.

(4) Upon Services disconnection caused by any of the abovementioned reasons, the Client is not entitled to any compensation.

Art. 16. (1) In case the legislation of the Republic of Bulgaria requires registration and licensing of the business activity, the Client is obliged to submit the necessary documents, legalizing his activity to the Operator in due time.

(2) The expenses as per paragraph 1 are at the expense of the Client.

REQUIREMENTS FOR SERVICE USAGE

Art. 17. (1) The Operator provides to the interest of his clients a high-quality service, whereby the following requirements for service usage should be respected by the clients:

1. Unauthorized access to other computers and networks is not allowed in order to prevent the possibility of bringing civil and/or criminal charges against the clients of the Operator, end clients or the company.

2. Author's and similar rights should be strictly abided with regard to the information disclosed when providing the service. The infringement of the abovementioned could result in bringing civil and/or criminal charges.

3. The client is responsible for the distribution and/or transfer of amoral and pornographic material of any kind.

4. Unprotected transfer of large amount of data for commercial purpose is not allowed. (*This practice is not recommended as it could lead to significant damages, to overloading the equipment of the Operator, as well as creating a negative attitude of the clients.*)

5. The distribution of viruses or other programs or actions with destructive effect is interdicted.

6. Other actions, which are considered under the valid legislation as infringement of the rights of the citizens of the Republic of Bulgaria, are interdicted.

7. Actions, which could potentially damage the Operator's network, the networks of his clients or other networks, are interdicted.

8. Misleading in order to use the service free of charge, interference in the service usage of other clients or deliberate provoking other clients to give up using the services, is interdicted.

9. Sending and resending messages, which encourage the recipients to use advertisements, offers and other proposals, which are not in demand by those recipients, is interdicted.

(2) he Client is also responsible for the actions of his employees with regard these requirements.

(3) In case the Client is an Internet provider, he is obliged to inform his clients of these requirements as well.

(4) The Operator and the Clients cooperate with each

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other to ensure the observance of the present provisions.

EQUIPMENT

Art. 18. Part of the Equipment and its installation, maintenance, repair and de-installation will be provided by the Operator, pursuant to the signed contract under art.3.

Art. 19. Upon concluding the contract between the Operator and the Client there will be no transfer of ownership rights or restricted real rights over the equipment. Upon hand-over of equipment, its working capacity will be verified with a protocol.

TESTING. STARTING DATE OF THE PROVISIONING OF THE SERVICE

Art. 20. Before accepting the Services, the parties carry out tests using methods recommended by the Operator in order to verify the quality of the service.

Art. 21. (1) As start date for providing the Service shall be considered the date of signing an Ascertaining protocol.

(2) In case there is no signed Ascertaining protocol within a 60 (sixty)-day period as of signing the contract between the Operator and the Client, each of the parties has the right to terminate the contract unilaterally.

PAYMENT TERMS

Art. 22. The Client shall pay to the Operator in accordance with the contract the following fees:

1. Lump-sum fees for installation of the segment and the equipment;
2. monthly fees for leased equipment;
3. monthly fees for providing the Service;
4. Lump-sum and/or monthly fees for other services.

Art. 23. All payments shall be quoted in BGN or EUR and shall be paid in BGN, as in case they are quoted in EUR the payment shall be made according to the exchange rate of the Bulgarian National Bank on the day of payment.

Art. 24. (1) The installation fees will be paid within 3 (three) working days after signing the contract and before the start date of providing the Services.

(2) The monthly fees are due in a 10-day period starting from the date of invoice issuance.

(3) The due fees will be invoiced in advance on the 1st

(3)	1-	of the month of providing the service. The monthly fees cover the period of 1(one) calendar month.
. 25.	1 ()	Art. 25. For the first and the last month of the term of contract, for which the Services have been provided on a partial basis (not a full calendar month), the due amount for monthly fees for each day when the service has been provided, will be calculated as 1/30 of the relevant monthly fee.
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. 26. (1)		Art. 26. (1) In case of delay in payments, the Client owes to the Operator a penalty at the amount of the legal interest for the period of delay, which shall not affect the right of the Operator to terminate the contract under the conditions of art.33, item 6.
(2)	.33, .6.	(2) The Client shall pay the monthly fees for the period in which the service has not been provided because of disconnection of damaged end equipment of the Client or because of any other reason, resulting from action or inaction of the Client and/or its employees.
. 27.	3 ()	Art. 27. The Operator shall issue the relevant accounting documents for paid fees within 3 (three) working days after the effective receiving of the payment.
. 28. (1)		Art. 28. (1) The Operator can require from the Client a deposit payment, which will serve as a guarantee for performance of the obligations under the contract by the Client.
(2)		(2) The Operator has the right to keep the deposit till payment of the due amounts under the contract is made and to offset amounts from the deposit equal to the due amount by the Client.
(3)		(3) The Operator has the right to keep the deposit until the equipment is retrieved and after verifying its good condition.
(4)	()	(4) The Operator refunds the deposit (or the rest of it, if amounts have been partially offset) after the expiry of the term of contract or in case of termination of the contract before its expiry and after retrieving the equipment in good condition.
. 29. (1)		SERVICE DISCONNECTION
2 ()	1	Art. 29. (1) A disconnection of the Services is present when the services are not provided in accordance with the technical standards, as per the contract and Attachment No.1 due to the Operator's fault and such disconnection lasts more than 2 (two) hours. The period of disconnection spans from the moment the Operator receives the notification from the Client for the disconnection till the moment the Service is recovered.
(2)		(2) The repair time for the service disconnections shall be agreed on for each individual case depending on the conditions for access and location of the equipment at the Client's premises.

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Art. 30. (1) The compensation for Service disconnection will be calculated on an hour basis according to the Agreement for service quality. The number of hours, for which compensation is due (more than a two-hour disconnection), will be rounded up to the closest exact hour in Client's favor. Compensation is not payable when the disconnection is less than 2 (two) hours.

(2) The compensation shall be deducted from the Client's bill for the period, following the disconnection period. The Client is obliged to inform the Operator within a 10 (ten) days after receiving the compensation in case where he doesn't agree with the amount.

(3) All compensations shall be included in the invoices for the period following the disconnection period.

Art. 31. Compensation for service disconnection is not payable to the Client if such disconnection is a direct and/or indirect result of one of the following:

1. Periodic or accidental tests, planned or necessary, carried out by the Operator, but not exceeding 12 (twelve) hours in 6 (six) months. In this case the Operator has to inform the Client with a 2 (two)-day advance notice;
2. If the Client has failed to comply with any of his obligations under the contract;
3. Due to failure or improper functioning of any equipment and related to it devices, provided by the Client;
4. For the period of time during which the Client hasn't granted access of the Operator to the equipment related to the service;
5. Due to failure and improper functioning of lines, equipment and related to them devices, leased from other operators.
6. Force-major situation, as per art.37 below.

TERM OF THE CONTRACT. TERMINATION

Art. 32. The Contract between the Operator and the Client shall be concluded for a 12 (twelve)-month term, which will be automatically prolonged unless any of the parties informs the other one of the termination with a 30 (thirty)-day preliminary written notice.

Art. 33. The contract can be terminated before the expiry of the term:

1. With a mutual written agreement between the parties;
2. In a force-major situation, as per art.37 of the present General Terms and Conditions, when this situation continues more than 24 hours. The party, which points out the force-major circumstances, is obliged immediately in a 12-hour period to notify in writing the other party. In case of a force-major situation, the parties negotiate and discuss the benefit from contract continuation and prepare an additional

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agreement in accordance with the negotiated terms. In the cases as per the present point, compensations and penalties are not due.

3. By the virtue of a court decision or an act of a competent state authority;

4. In case of liquidation or insolvency procedures of one of the parties to the contract, starting from the date the relevant decision becomes effective;

5. With a unilateral 30 (thirty)-day advance written notification, only after expiration of the initial 12(twelve) months term as per art.32. The term of the notification becomes effective as of the date of its receiving from the other party;

6. With unilateral 15 (fifteen)-day advance written notification from the regular party to the party in remiss if the non-performance of the obligations continues. In such case the contract shall be considered as terminated with the expiration of the 15-th day as of the receiving of the notification.

Art. 34. (1) The Operator is entitled to terminate the Contract unilaterally or cancel some of its clauses if:

1. The Services providing or part of them is prohibited with a normative act of the relevant state authorities;
2. When a normative act or an act of a competent state authority requires amendments in the clauses, terms and prices of the contract.

(2) In the cases under paragraph 1, compensation is not due.

Art. 35. (1) The Client is entitled to terminate the contract unilaterally if:

1. The service disconnection continues 3(three) consecutive working days, unless otherwise stipulated, as per art.29 par. 2;
2. The total time of service disconnection for each separate billing period exceeds 20 hours.

(2) In the cases under this article the Client is obliged to pay to the Operator the outstanding amounts till the moment of termination.

SANCTIONS

Art. 36. (1) In case the Client:

1. Does not pay the fees for the Services or other outstanding amounts to the Operator and the delay is more than 10 days after the due date.
2. Does not observe his obligations under the contract and this continues more than 15 days after due notice from the Operator;
3. Fails to observe the valid legislation regarding the Services or their use.

After a 24 (twenty-four)-hour notice, the Operator can execute one or more of the following sanctions at his

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own discretion:

a) Temporally stop the Service providing to the Client either entirely or to some of Client's units until the Client execute his obligations;

b) Stop providing the Services to one or more of Client's units demanding immediate payment.

(2) This does not exempt the Client from his obligation to pay the due amounts to the Operator and shall not affect the right of the Operator to terminate the contract as per art.33, item 6.

FORCE MAJOR

Art. 37. (1) "Force major" according to the present General Terms and Conditions is any event, which is beyond the reasonable control of the parties to this contract and which makes it impossible to fulfill the resulting obligations. Such events could be, but are not limited to wars, international embargo, civil riots, natural disasters, terrorist acts, strikes, lockouts (excluding such strikes and lockouts, which could be prevented), and amendments in the legislation.

(2) The lack of financial resources is not considered a force major according to the present General Terms and Conditions.

(3) The party does not have the right to point out the force major circumstances in case they are due to its negligence or conscious actions;

(4) The parties to the contract are not responsible for non-implementation of their obligations due to force-major circumstances. The occurrence of the above mentioned is proved with a certificate for force-major, issued by the Bulgarian Chamber of Commerce.

ADDITIONAL AND CLOSING PROVISIONS

Art. 38. In case of ambiguity for the purpose of the present general terms and conditions and the contract, 1 (one) day is considered to be a period of 24 (twenty-four) hours, from 00.00 a.m. to 24.00 p.m.

Art. 39. Neither of the parties has the right to transfer its rights and obligations under the contract to third persons without the explicit written consent of the other party.

Art. 40. The parties to the contract have no right to distribute information or to announce in public facts and circumstances related to the conclusion of the contract between them or concerning it, without the explicit consent of the other party, expressed in writing.

Art. 41. All amendments and additions to the present contract are valid only if they are prepared in writing

and are signed by both parties.

Art. 42.

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Art. 42. In case of contradiction between some clauses in the different documents, the validity of the clauses will be considered in the following order:

1. The Contract-request between the parties settling the special terms for providing the Services and the Attachments to it;
2. The present General terms and conditions.

Art. 43.

Art. 43. All disputes related to the existence and enforcement of the present general terms and the individual contract concluded by the parties or with respect to their infringement, including disputes and disagreements regarding their validity, understanding, termination, implementation and non-implementation, as well as for all issues unsettled with the present the Bulgarian Civil and Commercial law will apply and the disputes shall be solved by negotiations between the parties. The agreements reached shall be made in written form. In case an agreement cannot be reached, the dispute shall be referred to the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry

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Art. 44. (1) The valid Bulgarian legislation will apply to the implementation and interpretation of the present General terms and conditions.

(2) In case of contradictions between the English and the Bulgarian text, the Bulgarian text shall prevail.

/ CLIENT:

(/ signature)

/ OPERATOR:

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Global Communication Net AD”

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