



## **GENERAL TERMS AND CONDITIONS FOR SUBSCRIBERS AND USERS OF MOBILE TELECOMMUNICATION NETWORK OF A1 SERBIA DOO**

(hereinafter referred to as: General Terms and Conditions)

### **Article 1 Application**

1.1. These General Terms and Conditions establish the conditions for use of electronic communication services in the public mobile communication network (hereinafter referred to as: Network), provided by A1 Serbia d.o.o., Belgrade, 1Ž Milutina Milankovića Street (hereinafter referred to as: A1) based on GSM and UMTS license (no. 3/10.11.2006, hereinafter referred to as: License) and separate licenses for usage of radio-frequencies (no.1-01-3491-729/14-38, dated 05.03.2015. and 1-01-3491-602/15-45 dated 12.01.2016., hereinafter referred to as: Separate Licenses).

1.2. These General Terms and Conditions shall apply to all Services that A1 is authorized to provide based on the License and Separate Licenses and shall apply equally to applicants for entry into Subscription Relationship or subscribers (hereinafter individually or collectively referred to as: Subscriber) and prepaid users (hereinafter individually or collectively referred to as: User) unless the context otherwise requires, in accordance with article 11.2 of GTC.

1.3. GTC shall be considered an integral part of the Subscription Contract.

1.4. Any mutual relationship between A1 and the Subscriber not specifically provided by these GTC shall be subject to the applicable laws and regulations of the Republic of Serbia.

### **Article 2 Electronic Communication Services**

2.1. Electronic communication services within the meaning of these GTC shall mean the services provided by A1 via the public electronic communication mobile network, which include publicly available electronic communication services and media content distribution services (hereinafter referred to individually as "Service" or collectively as "Services").

2.2 In addition to these General Terms and Conditions, A1 may issue special terms and conditions for the provision and use of certain types of Services. In the event of a conflict between the provisions of the General Terms and Conditions and the special terms and conditions, the provisions of the special terms and conditions shall apply.

2.3 General Terms and Conditions, i.e. General and special terms and conditions, if they have been adopted for a particular Service, are considered an integral part of the subscription contract. In the event of a conflict between the provisions of the subscription contract and the provisions

of the General or special terms and conditions, the provisions of the subscription contract shall apply.

2.4. A1 shall provide its Services on the territory of the Republic of Serbia (hereinafter referred to as: Territory) in compliance with applicable laws, License, Separate Licenses, General and/or special terms and conditions, regulations of the Republic of Serbia and Subscription Contract (hereinafter referred to as: "Contract").

### **Article 3 Network Functionality, Disturbances, Maximum Duration of Disruption and Service Quality Level**

3.1. Subject to limitations mentioned in Article 3.5 below, A1 shall generally provide Services in accordance with the technical possibilities, 24 hours a day and seven days a week.

3.2 The estimated maximum data speed in A1 public communications mobile network depends on the type of technology through which the service is provided, and for 4G technology it is 390 Mbit/s, for 3G technology it is 42 Mbit/s, while for 2G technology it is 236 Kbit/s. Factors that can significantly affect the data speed i.e. on which data speed is dependent are as follows: number of customers, weather conditions, network load, characteristics of devices and their software, sources of downloaded data, internet traffic and access to pages.

3.3. A1 shall identify and remove any defect or disruption on the Network and ensure restoration of the Service as soon as possible, within maximum 48 hours. The exception are natural disasters or other circumstances which may prevent A1's authorized persons to access communication equipment. In cases where repair is not possible in the period of more than 48 hours, A1 shall appropriately notify Subscribers and RATEL thereof, stating the reasons for the failure to repair the defect. In such cases, the Subscriber's monthly subscription shall be reduced proportionately to the period in which Service was not provided, in the case of Services for which a fixed monthly subscription is paid.

3.4. A1 shall ensure the quality of Services provided via Network, as defined in the License and Separate Licenses, or through a media content distribution service app, in accordance with the Rules on Quality Parameters for Publicly Available Electronic Communication Services and Monitoring of Electronic Communication Activity, measurements and testing and checking the operators' procedure, which are available for Subscriber's and/or User's review at points of sale, and via website [https://www.a1.rs/o-a1/o\\_nama/a1\\_mreza](https://www.a1.rs/o-a1/o_nama/a1_mreza) and via website <https://www.a1.rs/documents/rs/pravilnik.pdf>.

3.5. By signing the Contract, the Subscriber acknowledges

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and agrees that A1 shall provide Services within the technical and operational possibilities of the Network, or through a media content distribution service app through which the Service is provided, and that therefore the Services may not be available at all times and in all places. The Subscriber shall be liable to pay the monthly subscription fee for the Services even if Services are not available in certain areas and/or at certain times, as well as if the Subscriber did not use or attempt to use the Services within the relevant period.

3.6. If due to an act of the Subscriber, for which they are liable, an unexpected extension of the work to remedy the disturbances occurs (e.g. if the Subscriber was unwilling or unable to state the precise details of the problems which are subject to complaint or if the Subscriber prevents access to the site where disturbances were noticed), the Subscriber shall not be exempted from their obligation to pay the monthly subscription fee to A1.

3.7. A1 shall only be liable for actual damage (excluding loss of profit) which is incurred and proven by Subscriber as a result of gross negligence or willful misconduct of A1.

3.8. A1 shall not be liable for damages if:

- quality level of Services is lower than stipulated due to low or no Network coverage,
- any reasons that can typically cause disturbances to the Network (such as physical disturbances, interference, atmospheric conditions, or other technical problems, including disturbances originating from other telecommunications operators to whose networks A1 may be connected or whose resources A1 may be using),
- other objective causes that were impossible to predict, avoid or remove (*force majeure*).

A1 shall not be responsible for any damage sustained during maintenance of Network, which damage could impact the quality of Service, or damage in case of termination, amendment or revocation of the License, deactivation of the SIM card and other equipment in accordance with these General or special terms and conditions, or changes of Subscriber's telephone number.

## **Article 4 Conditions for Entering into Subscription Relationship**

### **4.1. General Ability**

Subscriber may be an adult natural or legal person.

### **4.2. Subscription Application**

4.2.1. For entering into contractual relationship with A1 (hereinafter referred to as: Subscription Relationship), the Subscriber shall submit an Application to A1 or an authorized person at A1's authorized point of sale.

4.2.2. These GTC are considered as an integral part of any A1's Application form/contract, i.e. Subscription Contract. By signing the Application form/contract, the Subscriber acknowledges that (A) they have been fully and accurately informed about the content of these General terms and conditions, special terms and conditions, and conditions of the Subscription Contract, (B) they have been informed about all the rights and obligations arising from these General terms and conditions, special terms and

conditions, and conditions of the Subscription Contract, C) they undertake to act in accordance with the provisions of these General terms and conditions, special terms and conditions, and conditions of the Subscription Contract, and (D) they agree with the fact that A1 is entitled to modify and amend these General terms and conditions, and special terms and conditions, in accordance with the changes in A1's business policy and market conditions.

4.2.3. The Subscriber shall, upon submitting the Application, present to A1 and/or A1's authorized person, their identification documents (identity card or passport). The Application form is available on A1's website. If the Subscriber's business capacity has been limited in any way whatsoever, a valid approval and declaration of liability of the legal guardian must be provided along with the Application/ Contract.

4.2.4. By submitting the Application, Subscriber undertakes to enter into the Subscription Relationship with A1 if the Application is accepted by A1.

## **Article 5 Entering into Subscription Relationship**

### **5.1. Acceptance of Application**

5.1.1. A1 shall accept the Application subject to the fulfillment of the following two conditions:

- a) Subscriber has paid the activation fee to A1 and/or A1's authorized person; and
- b) there are no other obstacles, as provided under these General terms and conditions, or special terms and conditions, for the connection of the Subscriber to the Network.

5.1.2. Upon acceptance of the Application by A1, A1 shall activate the SIM card which has been assigned to Subscriber and the tariff package and the mobile device (which includes, but is not limited to, mobile phone, computer, tablet, smart watches, smartphones, televisions and other terminal equipment) or other equipment or Service selected by the Subscriber. Application which has been accepted by A1 shall be deemed as Subscription Contract.

The selected mobile device/other equipment, selected tariff package and its description and other conditions and/or notices which A1 is obliged to present to the Subscriber are contained in the Subscription Contract or attached thereto, which means that on entry into the Contract the Subscriber is familiar with all the conditions and accepts all the prices and conditions for use of the selected tariff package i.e. products and services.

The Subscription Contract shall enter into force upon signature and activation of the SIM card/Service and mobile device/other equipment if selected by the Subscriber, from which moment the Subscription Relationship shall be considered to have been entered into for an indefinite term (unless otherwise provided in the Subscription Contract) and it can be terminated according to relevant provisions of these General terms and conditions, special terms and conditions, or the Subscription Contract.

5.1.3. The minimum term of Subscription Relationship – minimum contract term shall be 3 months. In certain

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instances, with regard to provision of special benefits to the Subscriber (e.g. due to special promotions, sale of subsidized hardware to the Subscribers etc.) a longer minimum term of Subscription Relationship can be stipulated – minimum contract term (e.g. 12 months, 24 months etc.). The minimum term of the Subscriber's Subscription Relationship for each SIM card shall start from the moment of activation of the SIM card awarded to the Subscriber by A1 (connection of Subscriber's terminal equipment to the network) that is, from the activation of media content distribution services if they are selected by the Subscriber.

The minimum term of the Subscription Relationship exceeding 3 months shall be specified in the Application/Contract itself.

In the event of termination of such Subscription Relationship prior to the expiration of the stipulated minimum term, A1 shall be entitled to damages established in the manner provided by these GTC.

5.1.4. A1 is entitled to require from the Subscriber to provide a security for payment, including but not limited to a bank guarantee, money deposit or promissory note, as well as for the purposes of securing any receivables arising out of use of the International Roaming service where such guarantee has been fixed in the Price List of A1 (hereinafter referred to as: Price List) to a certain amount. A1 price list for services is available at [https://www.a1.rs/o-a1/dodatne\\_informacije/cenovnici\\_i\\_opsti\\_uslovi](https://www.a1.rs/o-a1/dodatne_informacije/cenovnici_i_opsti_uslovi).

## 5.2. Rejection of Application

5.2.1. A1 is authorized to reject the Application if any of the following events occur:

- a) If during the preceding years A1 or any other electronic communications service provider has terminated the Subscription Relationship with the Subscriber due to a breach of the contractual terms by the Subscriber, and in particular of those referring to the safety of public electronic communications services and protection of third parties and/or abuse of the trial period referred to in Article 5.3. of these GTC;
- b) If the Subscriber's business capacity has been limited in any way whatsoever, and a valid approval and declaration of liability of the legal guardian according to Article 4.2.3 is not given;
- c) If there is a reasonable doubt that the information on the identity of the natural person Subscriber, their legal capacity or the identity of the legal person, their payment ability and defects to authorization or rights of representation are true and accurate;
- d) If bankruptcy, liquidation or settlement proceedings have been instituted against the Subscriber or if the Subscriber becomes insolvent or over-indebted;
- e) If there is a reasonable doubt that the Subscriber or a third party misuses or tries to misuse the electronic communications Services provided by A1, or if they enable misuse of these Services by third parties, or if the Subscriber has already misused or has concealed or failed to disclose fraudulent acts of third parties;
- f) if the Subscriber has not paid in the payment security amount required by A1 pursuant to Article 5.1.4 of these GTC;
- g) if the Subscriber has used or has enabled use of any devices for electronic communications services or electronic communications services for purposes not

expressly provided by the Contract;

h) if the Subscriber has received or has attempted to receive electronic communications services or devices for electronic communications services from A1 through illegal means;

i) if credit assessment of the Subscriber or its legal guardian indicates probable insolvency or the fact that the Subscriber does not meet its obligations to third parties;

j) if the Subscriber has generated any traffic through the Network of A1 in violation of Articles 7.6, 7.7. or 7.8. of these GTC or in violation of special terms and conditions.

k) if there are grounds for suspicion that the Subscriber or a third party is abusing or trying to abuse the trial period referred to in Article 5.3. or if it enables abuse of the trial period referred to in Article 5.3. to third parties, or if the Subscriber himself has already abused, concealed or failed to report the fraudulent actions of third parties, with regard to the trial period referred to in Article 5.3. of these GTC.

## 5.3. Trial Period

5.3.1 At the Subscriber's request, A1 shall provide a trial period for the service to the Subscriber, under the conditions prescribed by the subscription contract for the tariff package that the Subscriber is interested in, for the location of interest, so that the Subscriber can verify the availability and quality parameters of the telecommunications services provided by A1. The location of interest is the location where the Subscriber wants to use the service. The service trial period may not exceed 30 days. The Subscriber is obliged to pay the costs for the package he is interested in, in proportion to the number of days of the trial period, as well as the cost of replacing the SIM card for the services for which it is used. After the end of the trial period, the Subscriber is not obliged to continue using the service.

5.3.2 The Trial period referred to in paragraph 5.3.1 of this Article shall be enabled for services provided by A1 via public mobile communication networks and for internet access service and internet services provided via public mobile communication network at a contracted fixed location.

5.3.3 The Subscriber shall become entitled to a trial period for the selected location of interest at least once a year or more often only if enabled by A1.

5.3.4 The Trial period shall be provided by A1 to the Subscriber upon the Subscriber's request for trial period at A1 points of sale. The trial period request form will be available to Subscribers at A1 points of sale.

5.3.5 The trial period referred to in paragraph 5.3.1., the location of interest and the selected tariff package which the Subscriber is interested in during the trial period, will be defined in the subscription contract.

5.3.6 In the event of entry into a subscription contract in which a service trial period is determined, within which the Subscriber can cancel the service without charge, A1 shall notify the Subscriber in writing about the expiration of the trial period, by sending a notice to his home address, email address and/or via SMS message, no later than eight days before the expiry of the trial period, that from a certain date the Subscription contract cannot be terminated without charge.

## 5.4 Sending Notices and Promotional Materials to Subscribers

5.4.1. A1 reserves the right to notify their customers through various means of communication about products and services, as well as current promotional offers. Subscriber's signature on the Subscription Contract shall be considered as its express consent to receive such information from A1. The Subscriber can refuse to continue to receive such information by contacting Customer Service.

5.4.2 A1 shall be entitled, in accordance with the Law on Electronic Communications, no later than 30 days before the expiration of the minimum contract term, on a permanent data carrier or in another appropriate way that allows the Subscriber to save the notification on a permanent carrier, to notify the Subscriber about the contract term and about his/her rights and obligations in this regard and at the same time advise him/her about the tariffs related to the services of A1. The aforementioned notice shall not be considered as promotional material that requires the prior written consent of the Subscriber referred to in the previous paragraph of this article.

### Article 6

#### Subscriber's Obligation to Provide Information on Changes to Data Provided in Application/Contract

6.1. The Subscriber shall, upon entering into Subscription Relationship, provide correct and complete data relating exclusively to their person and make sure that this data is properly updated.

6.2. After entering into Subscription Relationship, the Subscriber shall notify A1 in writing of any change in personal or identification data provided in the Subscription Contract, forthwith upon the occurrence of the change and not later than 7 days from the occurrence of such change.

6.3. If the Subscriber fails to notify A1 of the change in personal and/or identification data within the time limit provided in the previous paragraph and if, due to such failure, A1's notices or other correspondence (e.g. invoice, reminder) may not be delivered to the Subscriber or they are sent to the last notified Subscriber's address, the delivery thereof shall be considered as duly performed.

6.4. In the event that the data provided by the Subscriber are established to be incorrect, incomplete, or that the Subscriber failed to notify A1 about the change of data within the stipulated time frame, A1 is entitled to temporarily suspend the provision of service to the Subscriber for the purpose of preventing misuse, until the observed deficiencies are eliminated.

6.5. A1 maintains a public telephone directory of its subscribers (postpaid and registered prepaid users), which contains the following data: first name, last name, address and phone number. The directory is available at [https://www.a1.rs/o-a1/dodatne\\_informacije/telefonski\\_imenik](https://www.a1.rs/o-a1/dodatne_informacije/telefonski_imenik). The Subscriber may request entry of their data into the directory based on the written consent to enter data into the public phone directory. Upon the Subscriber's written request, A1 shall delete or change the data in the directory free of charge.

### Article 7

#### Use of SIM Card / Equipment and Obligations of the Subscriber

7.1. A1 will provide the Subscriber with a SIM card and/or other A1 equipment that is necessary for the provision of Services, and the Subscriber will have the right to keep it for the entire duration of the Subscriber relationship. During the term of the Subscription Relationship, SIM card/equipment shall remain the property of A1.

7.2. The Subscriber shall be obliged to protect the SIM card/equipment against natural disasters, damage, and unskilled and unauthorized use, introduce it carefully into the mobile device in accordance with manufacturer's instructions, and always keep it in the safe place.

The Subscriber shall immediately notify A1, by telephone, email or fax, of any defect, damage, as well as the loss or theft of the SIM card/equipment, and specify the Subscriber's telephone number and other appropriate information on the Subscriber necessary to evaluate the authenticity of such notification. Any oral notification of loss or theft of the SIM card/equipment shall be confirmed to A1 immediately or at the latest within 48 hours, with a personally signed letter sent by registered mail or by courier.

7.3. In the event of loss or theft of the SIM card/equipment, the Subscriber shall not be liable for the costs of use of the Services, incurred after the time of receiving the Subscriber's notification of theft or loss by A1, in accordance with relevant provisions of these GTC. A1 shall not be liable to the Subscriber or any third party for any damage that may occur as a consequence of an untruthful notification of theft or loss of SIM card/equipment.

7.4. The Subscriber shall keep their SIM card number, as well as PIN/PUK codes and any other identification codes confidential. PIN code shall be deactivated only with prepaid SIM cards. In case of reasonable doubt that the Subscriber's PIN/PUK codes have been used without authorization by third parties, A1 shall act as in the case of loss or theft of the SIM card, as set forth in Article 15 of these GTC.

7.5. Should the Subscriber place at the disposal of another person – Network user – any Network numbers registered under the Subscriber's name according to the Subscription Contract with A1, the Subscriber shall remain the holder of the rights and obligations arising out of the Subscription Contract.

7.6. The Subscriber shall not be entitled, without the explicit written consent of A1, to perform or to allow other persons to perform the following actions:

a) generate, terminate or transmit any traffic by providing electronic communications services from/to the Network of A1 with the purpose of generating profit for the Subscriber or for any person other than A1;

b) actions performed with the purpose to initiate calls in a manner detrimental to the rights and interests of A1.

7.7. The Subscriber shall use terminal equipment and/or SIM card in a manner that does not cause interference to the Network functioning.

7.8. The Subscriber is obliged to use the services in a manner that does not cause damage to the Network integrity and/or obstacles to the service provision by A1 to third parties, depending on the service quality requirements.

7.9. In the event of activation of new or additional services or amendments of elements with regard to the Subscription Relationship provided at the request of the Subscriber (e.g. blocking of SIM card due to theft, password change, enabling/disabling of voice mail or VAS services, change of Subscriber's address, change of billing cycle, activation/deactivation of Services – tariff packages, tariff add-ons, etc.) which are possible through customer service, Moj A1 app, A1 website, or automated answering service, the Subscriber agrees that the activation of Services via Moj A1 app and/or A1 website, or calling of the customer service or automated answering service with the request for performance of additional Services or amendment of the Subscription Relationship elements shall be deemed as a free will consent of the Subscriber and a valid basis for performance and charging of such additional Services i.e. amendments of elements with regard to the Subscription Relationship.

7.10. Upon termination of the contractual relation with User, A1 shall be entitled to assign the subscriber's number, which thus became available, to another Subscriber. Subscribers shall, immediately upon termination of the Subscription Relationship, notify all persons who have sent, regularly or automatically, the data to the subscriber's number (banks, employers and the like) to stop further sending of data, because the Subscriber no longer uses the respective subscriber's number. In relation thereto, all risks and responsibility for possible non-requested submission of data to a new Subscriber whom the subscriber's number is assigned to, shall be borne by the previous Subscriber for the subscriber's number. The Subscriber hereby acknowledges the possibility that his subscriber's number might have been used earlier by another Subscriber and that, in relation thereto, he might receive non-requested data/calls without A1's fault or responsibility.

## **Article 8 Conditions Relating to Terminal Equipment**

8.1. The Subscriber is obliged to use terminal equipment which satisfies the standards for connection to the Network and to comply with relevant technical instructions for use of such equipment. Certain terminal equipment works with the A1 SIM card. The Subscriber undertakes not to use terminal equipment in a way which would disturb other people as well as to prevent usage of the terminal equipment by third parties if such usage contravenes provisions of these GTC, special terms and conditions, or any applicable law.

8.2. When the terminal equipment is used in violation of the preceding paragraph, A1 shall not bear any responsibility for any claims against the invoiced amount or unavailability of certain Service coming as a result of improper use of terminal equipment.

8.3. A1 shall be responsible for the conformity of the goods supplied or services rendered, in accordance with the Law on Consumer Protection.

Lack of conformity of the delivered goods, in each case, will

be determined by the service technician authorized by the manufacturer.

Based on the report of the service technician authorized by the manufacturer, A1 shall respond to the Subscriber's complaint in respect of non-conformity of goods to the contract, which occurs within two years from the date of passing of risk to the Subscriber. If the delivered goods do not conform to the contract, the Subscriber who notified A1 of the non-conformity shall be entitled to request the removal of non-conformity, without compensation, by replacement or repair, and/or request an appropriate price reduction or terminate the contract in respect of such goods, in accordance with the law.

During the period in which A1 is responsible for the conformity of the goods to the contract and after the expiry of such period, spare parts, terminal equipment and similar parts, technical service and/or maintenance and repair of mobile devices or computers is provided and is performed by the service technician authorized by the manufacturer.

8.4. In the event of submission of the computer and/or mobile device to A1 for repair or servicing, the Subscriber shall be obliged to save all the data saved on the computer and/or mobile device on external memory devices, prior to submission of the equipment to A1. A1 shall not be liable for any deletion and/or loss of any data from the computer and/or mobile device during or due to servicing or repair.

8.5. In the event of defects and damages to the mobile device or computer, the Subscriber shall be obliged to continue the Subscription Relationship and pay the full monthly subscription fee for the entire minimum contract term. If the Subscriber wishes to terminate the Subscription Relationship with regard to the service, any termination of the Subscription Relationship by the Subscriber shall not relieve the Subscriber from payment of damages specified in the manner defined in the GTC.

8.6. While the mobile phone and/or computer is being serviced, A1 shall enable the user of postpaid tariff to use the substitute mobile telephone and/or computer, in accordance with A1's possibilities and/or if A1 disposes with available substitute mobile phones and/or computers.

The procedure for sending mobile device i.e. computer to servicing can be found at <https://www.a1.rs/podrska/faq-single-view?id=8>.

8.7. The Subscriber shall be obliged to take over the computer and/or mobile device returned from servicing from A1 in accordance with the deadlines specified in the form on acceptance of the device for servicing. If the Subscriber, on the occasion of taking over of the computer and/or mobile device does not take over the computer and/or mobile device or does not pay for the repair, if the damage is not covered by the warranty, within the specified period of time A1 shall be entitled to keep the computer and/or mobile device returned from servicing. Subscription Relationship shall continue and the Subscriber shall be obliged to pay the monthly subscription fees for the entire minimum agreed period. If the Subscriber wishes to terminate the Subscription Relationship, it shall be obliged to pay the damages specified in the manner defined by GTC.

8.8. A1 shall provide the Subscriber with a mobile device and/or computer with an initially installed operating

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system. In the event that the Subscriber changes entirely the initially installed operating system or upgrades it in any manner; installs additional software on the mobile device and/or computer, or in any other manner performs installation of any data, A1 shall not be responsible for any non-functioning or malfunctioning of the operating system, loss of data, errors in functioning of the operating system and other failures or any possible damage which may be incurred by the Subscriber or any third party due to the above mentioned changes performed by the Subscriber.

## Article 9

### Service Rates and Terms of Payment for Service

#### 9.1. Price List

9.1.1. The prices of telecommunications Services shall be determined by the Price List. A1 reserves its right to change the Service prices. A1 also reserves its right to change the price in the event when the Subscription Relationship is concluded for a certain minimum period of time, i.e. with the minimum contract term. A1 price list is available at [https://www.a1.rs/o-a1/dodatne\\_informacije/cenovnici\\_i\\_opsti\\_uslovi](https://www.a1.rs/o-a1/dodatne_informacije/cenovnici_i_opsti_uslovi).

A1 shall notify the Subscriber minimum one month in advance, through the invoice sent to Subscriber or by SMS, as well as via website [www.a1.rs](http://www.a1.rs), of its intention to unilaterally amend the prices, as well as of the right of the Subscriber to terminate the Subscription Relationship prior to expiry of the term thereof.

The Subscriber shall be entitled to terminate the Subscription Relationship within 30 days from the date of receipt of the aforementioned notice without being obliged to pay the expenses with regard to the termination, if the announced unilateral amendments significantly alter the conditions under which the Subscription Relationship was concluded, in a way that is not for the benefit of the Subscriber, particularly in view of the service specification (contents of the service package) and conditions for use of services with regard to the offered promotional benefits.

The current Price List as well as detailed information on additional A1's services, currently applied tariffs, costs, fees, payment methods and other information regarding prices shall be available at each A1's authorized point of sale where Applications are submitted, as well as on A1's official website ([www.a1.rs](http://www.a1.rs)) and via A1's Customer Experience Department, i.e. Customer Service. It shall be deemed that the Subscriber agrees with the changed price list in the event that they continue to use the services after the effective date of the announced changes.

9.1.2. The Price List includes specific tariff models as well as additional services. Tariff models may be based on the telephone pulse system. If a specific tariff model expressly provides that it is based on pulse regime, it shall specify the duration of the first and all subsequent pulses (e.g. 60/1 seconds) and the respective prices of pulses. Each pulse initiated will be calculated as pulse already spent by the Subscriber. Tariff models, special services under tariff models, as well as certain additional services and terms under which such services are provided, may be modified or cancelled by A1 with a one-month prior notice to the Subscribers to be made in a usual and accessible manner described in Article 21 of these GTC.

9.1.3 Roaming services in the region of Western Balkans

(Bosnia and Herzegovina, North Macedonia, Montenegro, Albania, AP Kosovo and Metohija) are provided in accordance with RATEL Decision No. 1-03-34900-3/19-15 dated June 17 2019, and the Rulebook on the application of fair use policy and on the methodology for assessing the sustainability of the abolition of retail roaming surcharges and on the application to be submitted by a roaming provider for the purposes of that assessment, Official Gazette of the Republic of Serbia No. 53/2021 (hereinafter referred to as: "Fair Use Policy"). The fair use policy that A1 as a roaming service provider can apply to the use of regulated retail roaming services is aimed at preventing misuse or anomalous usage of regulated retail roaming services. Measures aimed at preventing misuse or anomalous usage of regulated retail roaming services that may be applied by A1 based on the Fair Use Policy are: introduction of restrictions regarding the volume of traffic of data transmission services (data traffic), requesting proof of residence or stay in the Republic of Serbia or other stable links to the Republic of Serbia, application of control mechanisms that determine whether Users and/or Subscribers had a higher consumption in domestic traffic compared to roaming, or whether they spent more time in the Republic of Serbia compared to other visited economies in the Western Balkans region by observing these indicators during a period of at least four months, long-term inactivity of a particular SIM card which is mainly or exclusively related to use in roaming, subscription and consecutive use of several SIM cards by the same User and/or Subscriber in roaming, organized resale of SIM cards to persons who effectively do not live in or do not have stable links to the Republic of Serbia which would imply their frequent and longer stays in that country. In the event of introduction of restrictions regarding the traffic volume of the data transmission service (data traffic), A1 shall have the right, after consumption of a certain volume of traffic, to charge for the data transmission service at the prices valid in domestic traffic, depending on the volume of traffic of the data transmission service (data traffic) within the User's and/or Subscriber's tariff package, and it will also be entitled to the roaming surcharge. The prices charged are shown in the A1 service price list. A1 shall promptly inform the Users and/or Subscribers about the above limitation and consumption of the data transmission service (data traffic) in roaming. The increased consumption warning may be delayed for the Users and/or Subscribers whose use of a certain service is increased due to being outside the territory of the Republic of Serbia, given that A1 receives the roaming traffic data from other operators with a delay. If, based on the application of control mechanisms, misuse or anomalous usage of regulated retail roaming services is determined, A1 has the right to charge the User and/or Subscriber with the surcharge in accordance with the above provisions regulating the application and amount of the surcharge, of which the User and/or Subscriber shall be informed in a timely manner. The prices charged are shown in the A1 service price list. A1 shall send a warning to the User and/or Subscriber about an established pattern of behavior that indicates the risk of misuse or anomalous usage of regulated retail roaming services, before applying any roaming surcharges to the domestic retail price. With this warning, A1 informs the User and/or Subscriber that it may apply the roaming surcharge to the domestic retail price for any further use of regulated retail roaming services from the SIM card in question, if within 15 days from the date of receipt of the warning there are no changes to the usage pattern that would indicate actual consumption in domestic traffic or stay in the Republic of Serbia. A1 shall stop

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applying the surcharge as soon as the User's and/or Subscriber's consumption no longer points to the risk of misuse or anomalous usage of regulated retail roaming services, based on the objective indicators prescribed by the above rulebook. Subscribers are not entitled to early termination of contract without the obligation to pay costs related to the termination in the event of application of the fair use policy and application of the surcharges for regulated roaming services.

## 9.2. Payment of Price for A1 Services

9.2.1. A1 shall periodically, e.g. monthly, issue invoices to the Subscriber for the Services provided and the applicable fees, which shall be payable as follows:

- For the Subscribers whose cut-off date is on the 5th day of the current month, the due date shall be the 25th day of the current month;
- For the Subscribers whose cut-off date is on the 9th day of the current month, the due date shall be the 1st day of the following month;
- For the Subscribers whose cut-off date is on the 17th day of the current month, the due date shall be the 5th day of the following month;
- For the Subscribers whose cut-off date is on the 21st day of the current month, the due date shall be the 10th day of the following month;
- For the Subscribers whose cut-off date is on the 25th day of the current month, the due date shall be the 15th day of the following month;
- For the Subscribers whose cut-off date is on the last calendar day of the current month, the due date shall be the 20th day of the following month.

A different due date may be agreed with the Subscriber and in such case it shall be defined by the Subscription Contract. In the event that the data on the Services provided and applicable fees from a certain billing period are not shown on the invoice for the certain billing period due to unexpected technical disturbances of the system, system upgrade or other technical impossibilities of the system, A1 reserves the right to exceptionally show this data to the Subscriber on invoices for the subsequent billing periods. Any complaints concerning the invoiced amounts shall be submitted to A1 in writing within 30 days of the invoice due date; otherwise the invoice shall be considered as accepted by the Subscriber. The Subscriber shall exclusively bear the costs of all commissions of the institution at which the payment of the invoice is made.

A1 shall provide the Subscriber with the invoice in electronic form, with prior timely notice to the Subscriber in a suitable manner. The invoice in electronic form may be submitted to the Subscriber in the following ways:

- In an electronic form, by sending an SMS to the subscriber number of the Subscriber, containing a link to the electronic invoice;
- In an electronic form, by posting it on the A1 mobile phone app and/or A1 internet portal
- By e-mail
- In another convenient way, with prior notification to the Subscriber.

The invoice can be issued to the Subscriber in paper form

free of charge, at the Subscriber's written request or if there are no technical possibilities for receiving the invoice in electronic form. The invoice in paper form shall be sent to the Subscriber by post to the Subscriber's address.

A1 shall not be responsible if the Post fails to deliver the invoice for the services provided to the Subscriber in due time and if the Subscriber did not have insight into the invoice in an electronic form.

The Subscriber shall immediately after the expiry of the usual period for delivery of the monthly invoice in a paper or electronic form inform A1 of its absence, request information regarding the invoice amount and/or request a copy of the invoice at an A1 business office or via contact center at 0601234.

A1 shall be deemed to have notified the Subscriber about their due amounts for the previous billing period by posting the Subscriber's bill on the A1 internet portal, so therefore, the consequences for the Subscriber ensue from the day of invoice publication in the same way as if the Subscriber received the invoice in due time.

At the Subscriber's request, A1 shall provide, free of charge, a detailed specification of the services provided with the calculation of charges for each individual service, for the purpose of simple checking and control of the costs of the services provided.

9.2.2. A1 shall be entitled to assign the right of collection of the Subscriber's invoice to the bank or other legal or natural persons, in accordance with the law. In case of receipt of a written notice from A1, the Subscriber shall pay the amount of the invoice for the provided Services and fees directly to the banks and/or other legal or natural entities in accordance with the law and the received notice. In order to make this assignment possible, A1 shall be authorized to provide the necessary data to the banks and/or other legal or natural persons.

9.2.3. Due and unsettled claims of A1 against the Subscriber shall be subject to default interest.

9.2.4. A1 shall not be responsible for omissions of the company to which the delivery of invoices to the Subscriber has been outsourced. If the Subscriber does not receive the invoice at least 10 days prior to the payment due date, the Subscriber shall have an obligation to contact A1's Customer Service and inquire about the actual invoiced amount or visit [www.a1.rs](http://www.a1.rs).

9.2.5. In the event of service offers, which may be enabled by SMS message, calling of customer service, automated answering service, via Moj A1 app, or via [www.a1.rs](http://www.a1.rs) website, the Subscriber agrees that sending of an SMS message by the Subscriber for the acceptance of offer i.e. calling of the customer service or automated answering service with the request for service activation, or via Moj A1 app or via [www.a1.rs](http://www.a1.rs) website, shall be deemed as a free will consent of the Subscriber and a valid basis for service activation, calculation of monthly subscription and payment of price of selected services.

## 9.3. Collection of Outstanding Debts

9.3.1. If the Subscriber fails to effect the payment pursuant to the invoice by the due date determined in the invoice, A1 shall send an overdue payment notice to the Subscriber

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via an SMS notification with the warning that if the Subscriber fails to settle an outstanding debt, certain services shall be, partially or completely denied to the Subscriber, and the Subscriber shall be entitled to dial emergency numbers, A1 customer service and to receive national calls, until full settlement of the Subscriber's debt or termination of the Subscription Relationship as provided by these GTC.

#### **9.4. Warning of overdue liabilities prior to permanent deactivation**

9.4.1. If the Subscriber fails to settle the entire outstanding debt within two months from the due date specified on the invoice, A1 shall be entitled to permanently deactivate the Subscriber's SIM card or other equipment and to terminate the Subscription Contract by sending notice with immediate effect. At least 30 days prior to permanent deactivation of the Subscriber's SIM card/equipment, A1 shall send to the Subscriber a warning urging the Subscriber to settle their overdue liabilities.

### **Article 10 Assignment of Subscription Relationship**

10.1. A1 may allow the Subscriber to assign their Subscription Relationship with A1 to a third person (hereinafter referred to as: New Subscriber), by accepting the Application of the New Subscriber for entering into a Subscription Relationship with A1, provided that the New Subscriber continues to use the Subscriber's SIM card/Services.

10.2. The assignment of the Subscription Relationship shall be performed at the Subscriber's request, whereas the rights and obligations arising out of that contract shall be transferred to the New Subscriber only upon acceptance of the New Subscriber's Application by A1. Prior to the acceptance of the New Subscriber's Application, A1 is authorized to undertake with respect to the New Subscriber any acts that it is otherwise authorized to undertake under these GTC with respect to the establishment of a Subscription Relationship.

10.3. The Subscription Relationship shall be assigned to the New Subscriber at the moment of acceptance of the New Subscriber's Application. The previous Subscriber shall be liable for the payment of all fees and Services used until that time, and the New Subscriber for the fees and Services used from the time of acceptance of the New Subscriber's Application. A1 shall issue an invoice to the previous Subscriber for the Services for which they are liable.

10.4. In the event that the previous Subscriber fails to pay the due amount by the time specified in the invoice, the New Subscriber shall be jointly and severally liable for the debt of the previous Subscriber and shall have the obligation to pay their debt pursuant to the invoice issued by A1.

10.5. The assignment of a Subscription Relationship as described above may only be performed once for one activated SIM card/Service.

### **Article 11**

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### **Prepaid Package**

11.1. A1 provides opportunity for access to the Network and use of services offered therein by means of purchase of prepaid packages.

11.2. User, in terms of these GTC, is any person who has access to the Network on the basis of purchase of a prepaid package. Provisions of GTC which apply to Subscriber shall also equally apply to User unless otherwise resulting from the context.

11.3. The specific service provided to the User is determined according to the mobile telecommunication network standard and the technological capacity of the Network to provide such type of access.

11.4. The price of the Prepaid Package is paid by the User upon purchase, as per A1 Price List, which is available at [https://www.a1.rs/o-a1/dodatne\\_informacije/cenovnici\\_i\\_opsti\\_uslovi](https://www.a1.rs/o-a1/dodatne_informacije/cenovnici_i_opsti_uslovi).

11.5. SIM card and the prepaid credit may have special (shorter) validity periods in accordance with the terms and conditions of the applicable A1 offer. In case of expiry of the validity period of SIM card, the User is not entitled to claim the unused prepaid credit.

In the event that the User fails to top up the credit in the continuous period of 3 months of the last top-up, the User's SIM card shall be transferred to the standby mode in which the user can only dial emergency numbers and may perform only incoming national calls. The User may reactivate the SIM card by payment of credit within 30 days starting from the day of putting the SIM card in standby mode. After the expiry of this time the SIM card shall be deactivated.

### **Article 12 Submission of Complaints**

12.1. The complaint is submitted in writing to Customer Experience Department, A1 Serbia d.o.o., Milutina Milankovića 1ž, 11070 Novi Beograd or: for Subscribers, natural persons, via e-mail korisnickiservis@a1.rs, and for Subscribers, legal persons, via e-mail poslovníkorisnici@a1.rs.

12.2. The Subscriber may submit a complaint in writing to A1 against the amount charged for a service provided, i.e. quality of the provided service. The period for filing a complaint is 30 days of the due date of the invoice for service, when the complaint refers to the invoiced amount, i.e. 30 days of the date of service provision or from the date of service unavailability, when the complaint refers to the quality of service. The Subscriber shall be obliged to pay the undisputed part of the invoice and if the entire invoice is disputed, they shall be obliged to pay the average monthly fee for the previous three months preceding the period to which the complaint refers.

12.3. A1 is obliged to, within the time period defined by the law regulating consumer protection (8 days from the date of filing the complaint), provide the consumer with an answer, stating the facts and evidence on the basis of which the amount of debt for the services provided, i.e. the quality of the services provided was determined, accept the justified request for a corresponding reduction of the invoice amount and/or termination of the contract, or reject



the said request.

The time period for resolving complaints from end users who are not consumers cannot be longer than 30 days from the day of receipt of the complaint.

In the reply to the complaint, A1 shall either accept the grounded request for compensation of damages, pursuant to the provisions of the GTC on provision of services with quality which is lower than stipulated or reject the request.

A Subscriber whose complaint was rejected and who did not initiate an out-of-court dispute settlement procedure before another competent body can contact the Regulator within 60 days from the date of delivery of A1's reply to the complaint, i.e. within 60 days from the expiration of the period in which A1 was obliged to make a statement on the complaint. The Subscriber's complaint shall contain the Subscriber's name and surname, the Subscriber's address, subscriber number and data on traffic, as well as other data necessary to resolve the complaint.

12.4. The Subscriber who has submitted a complaint in relation to the quality of Services provided by A1 may claim damages from A1 if the quality of service is found to be lower than the level provided by the License, Separate Licenses, or GTC, i.e. Subscription contract.

12.5. The claim for damages or refund of overpaid amounts shall be submitted to A1 in writing. Upon receipt of the Subscriber's claim, A1 may:

- (i) accept the claim and pay the amount claimed to the Subscriber within 30 days of receipt of the claim, or
- (ii) accept the claim and offset A1's claims to the Subscriber against Subscriber's claims to A1 within 30 days of receipt of the claim.

### **Article 13 Processing of Subscriber's Personal Data**

13.1. A1 shall process personal data of the Subscriber in the manner and in accordance with the Personal Data Protection Policy, available on the A1 website: [https://www.a1.rs/o-a1/o\\_nama/politika\\_zastite\\_licnih\\_podataka](https://www.a1.rs/o-a1/o_nama/politika_zastite_licnih_podataka) which is considered to be an integral part of these GTC.

13.2. Consent to provision of data for the purpose of debt collection – By concluding the contract, the Subscriber consents and accepts that the Subscriber's data provided in the application/contract and other relevant data collected during the Subscription Relationship (including, but not limited to data concerning non-payment and late payment of invoiced amounts, data regarding generation of untypical traffic, etc.) may be submitted by A1 and exchanged between A1 and the persons who within their registered activity can assume activities aimed at informing Subscribers of their debt position, informing Subscribers of the consequences of non-observance of Contract, advising Subscribers about the correct manner of payment of invoiced amounts, and the persons authorized by A1 with the purpose of collecting the Subscribers' due and unsettled debts under the Subscription Contract.

### **Article 14**

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### **Untypical Traffic and Control of Consumption by A1 and at Subscriber's request**

14.1. In order to protect the Subscriber's interests (i.e. to combat fraud), A1 reserves the right to control the consumption and use of services, i.e. to set daily, weekly and monthly consumption limits. Untypical traffic is any traffic whose volume considerably exceeds the established daily, weekly or monthly consumption limits.

14.2. In case of detected untypical traffic which deviates from average consumption of the Subscriber, and after prior notification thereof sent to Subscriber by SMS or phone, A1 shall be entitled to require from the Subscriber to provide a security for payment or to immediately restrict the Services with the purpose of prevention of harmful consequences and protection of the Subscriber, in accordance with Article 15 below. The purpose of this information is protection of Subscribers' interests (i.e. combating fraud).

14.3. At the Subscriber's request, and providing that technical possibilities exist, A1 shall allow the Subscriber to block outgoing calls, sending electronic messages and data transfer, when the Subscriber's monthly costs in the course of one billing period exceed the amount of RSD 5,000.00.

14.4 In accordance with its technical capabilities, A1 shall provide the consumer with a notice free of charge, in the event that the current amount of the debit for the current month is twice the average amount of the debit for the service in the previous three months.

In the event that the consumer uses the service for a period of less than three months, A1 shall notify the consumer in the above-mentioned manner, if the current debit amount for the current month is twice the contracted amount of the monthly fee.

In the absence of technical possibilities, A1 shall fulfill the above-mentioned obligations immediately after receiving the data on the realized traffic.

### **Article 15 Temporary Restriction of Service, Deactivation of Terminal Equipment**

15.1. A1 may proceed immediately with the temporary deactivation of the terminal equipment that is given to the Subscriber/User for use –SIM card as well as limit the Services used by the Subscriber/User if during the Subscription Relationship A1 identifies the existence of reasons specified in Article 5.2.1, Article 8.1 and 8.2, Article 9.3, 9.4 and Article 14, and if it receives a notification of a loss of SIM card, within the meaning of Article 7.2 and 7.3, as well as if any of the reasons for the temporary disconnection of the Subscriber, as provided by the regulations, occurs. A1 shall implement temporary restriction to services and deactivation of equipment in the situations set forth in Article 141, 148 and 149 of the Law on Electronic Communications.

15.2. The Subscriber/User is obliged not to jeopardize the operation and the functionality of A1's network, not to harass other Subscribers/Users and not to use services and/or facilitate and/or assist third parties in using services in a way which may cause disturbances for other Subscribers/Users, either for unauthorized access to

information or resources pertaining to other persons, or for illegal actions, including but not limited to:

- Unauthorized termination of international traffic;
- Infringement of intellectual property rights by way of unauthorized distribution or unauthorized downloading of contents, in particular via Internet;
- Sending, receiving and/or storing of any data which may cause any kind of damage to A1, User, Subscriber, or a third party;
- Distribution of SMSs, MMSs, e-mails and/or other contents whereof communication, transmission or public disclosure is prohibited by law or otherwise;
- Use of SIM card in a stolen device;
- If the User or another person using the User's number, even after being warned, continues to harass or insult other users or third parties;
- Sending of unwanted or unsolicited messages to another User of A1's services i.e. another person, as well as publishing or transmission of promotional and advertising material to other A1 Users or other persons without their consent or request;

15.3. In the event of material breach of obligations set forth in Article 5.2.1 paragraphs a), b), c), e), g), h), j), Article 9.3, Article 9.4, Article 15.2, Articles 141, 148 and 149 of the Law on Electronic Communications, or repeated non-permitted act, A1 reserves the right to permanently cancel the services to the Subscriber/User and terminate the Contract.

15.4. Where, in accordance with the law, prohibited contents or other misuse are to be determined by a competent authority, measures of temporary suspension of services may be taken after the competent authority determines such misuse.

15.5. The Subscriber's SIM card/Service shall be reactivated when the reasons for their temporary restriction of service and temporary deactivation cease to exist.

## **Article 16 Termination of Subscription Relationship**

16.1. The Subscription Relationship between A1 and the Subscriber may be terminated for the reasons provided by the regulations and law, for the reasons for which A1 reserves the right to reject an application according to Article 5.2.1 (items from b) to j)) as well as for the following reasons:

- a) if the Subscriber's SIM card/equipment has been temporarily deactivated for the reasons described in Article 15.1 hereunder, and if such reasons have not been remedied within 60 days as of the date of the temporary deactivation of the SIM card/equipment;
- b) if the Subscriber is in breach of any of their remaining contractual obligations;
- c) if the Subscriber no longer has an address in the Republic of Serbia to which A1's invoices and notices could be delivered, or if they did not designate a place of residence;
- d) if A1 establishes that any of the data in the Subscriber's application/contract is false or incomplete and if such data is not corrected in due form;
- e) if the Subscriber has misused the equipment or services provided by A1.

## **Article 17 Reimbursement of Damages for Non-performance of Obligations**

17.1. In the event that the Subscriber should terminate, or through their behavior induce the termination i.e. cessation of the Subscription Relationship prior to the expiry of minimum stipulated term thereof, as established by Article 5.1.3 of GTC, the Subscriber shall pay to A1 any due outstanding liabilities, and compensate A1 for damages for non-performance of contractual obligations, i.e. early termination of contract.

Compensation for damages for natural person subscribers, depending on what is more favorable for the Subscriber, shall include the following:

- Remaining monthly subscriptions starting from the day of termination of the subscription until the expiry date of the minimum subscription term and the discounted price of the contract mobile device (i.e. any remaining outstanding installments for the purchased device), or

- Difference between the full price of the service and the discount/benefits realized through the contractual obligation and/or the full amount of the retail price of the device according to A1's pricelist valid at the time of conclusion of the contract, in the event that the Subscriber purchased the device with the service.

In the event that A1 should unilaterally terminate the subscription contract prior to the expiry of the contract term, due to non-fulfillment of the Subscriber's contractual obligations, the compensation for damages referred to in the preceding paragraph shall include the sum of the remaining monthly subscriptions starting from the day of termination of the subscription until the expiry date of the minimum subscription term, as well as the remaining monthly installments for the device purchased for the service under the contract at a discounted price.

After receipt of the notice by A1, the natural person subscriber shall be entitled to file a request for calculation of compensation for damages within the meaning of paragraph 2 Article 17.1, within the period of seven days.

Compensation for damages for legal person subscribers shall include the sum of the remaining monthly subscriptions starting from the day of termination of the subscription until the expiry date of the minimum subscription term and the discounted price of the contract mobile (or other) device, i.e. the remaining monthly installments for the device, or other amount, if provided for in the contract.

17.2. In the event that the Subscriber should terminate the Subscription Relationship prior to the expiry of minimum stipulated term, as specified by Article 5.1.3 of GTC, due to the unilateral amendment of contract terms and conditions by the Operator, which significantly changes the conditions under which the subscription relationship was concluded, in a way that is not for the benefit of the Subscriber and particularly with regard to the specification of services (contents of the service package) and conditions for service use with regard to the offered promotional benefits, the Subscriber shall be entitled to, immediately upon receipt of notice on the above unilateral amendments, terminate the subscription relationship without the obligation of payment of costs with regard to termination.

**Article 18  
Other Reasons for Termination**

The Subscription Contract may also be terminated for the reasons described below:

18.1. The Subscription Relationship may be terminated by the Subscriber by sending a written termination notice to A1 by registered mail or delivery at A1 points of sale. Termination of Subscription Relationship shall take effect at the end of the billing period in which it is filed, counting from the date of duly submission of a written notice of subscription relationship termination by the Subscriber to A1.

18.2. In the event of the Subscriber's death, their heirs or family members shall notify A1 of the Subscriber's death within 30 days from the date of the death. If the heir or member of the family of the Subscriber, in the notice about the death of the Subscriber, fails to apply for a change in the name of the Subscriber, the Subscription Relationship shall be considered as terminated on the date of the death of the Subscriber. The heirs of the deceased Subscriber shall be jointly and severally liable up to the value of Subscriber's inheritance for all Subscriber's debts incurred before the date of the death as well as for A1's claims occurring from that date up to the moment of the actual deactivation of the deceased Subscriber's SIM card/Service.

18.3. A1 shall cease to provide its Services in case of termination or revocation of the License or Separate Licenses granted to A1 by the Regulatory Agency for Electronic Communications and Postal Services. In such case all Subscription Contracts shall be considered to be terminated as of the date of termination of the License.

**Article 19  
Termination of Contract with Business  
Subscribers**

19.1. In case of administration of bankruptcy or liquidation proceedings against the Subscriber, the trustee shall notify A1 in writing of the institution of the bankruptcy, reorganization or liquidation proceedings within 30 days of the date of institution of such proceedings.

19.2. A1 shall continue provision of the Services to the Subscriber, against which bankruptcy, reorganization or liquidation proceedings have been instituted, in accordance with the Law on Bankruptcy.

19.3. The Subscription Relationship shall not be deemed terminated as of the date of the institution of the bankruptcy, reorganization or liquidation proceedings against the Subscriber, unless in its notice of the institution of the said proceedings the trustee requests termination of Subscription Relationship or unless it requests the assignment of the Subscription Relationship to a solvent entity. The Subscriber against which bankruptcy, reorganization or liquidation proceedings have been instituted shall be liable for the payment of all A1's claims incurred by the time of the deactivation of the SIM card/termination of service.

**Article 20**

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GENERAL TERMS AND CONDITIONS, A1 SRBIJA D.O.O., MAY 2024

20.1. The provisions of the Rulebook on number portability for services provided via public mobile communication networks shall apply to all relations between the Subscriber and A1 regarding number porting.

20.2. When switching to a different operator, the Subscriber shall be entitled to keep, upon his/her request, the number assigned from the Numbering Plan for the services of public mobile telecommunications network, pursuant to the effective regulations and these GTC. After receiving the request for number porting, A1 shall assign a SIM card, with a number from A1's numbering, to the Subscriber in respect of which the Subscriber shall enter into a Subscription Relationship with A1. In the event that a request for number porting is approved, the assigned number from A1's numbering shall be changed into the number the Subscriber had in the donor operator's network. In the event that the request for number porting is not approved to the Subscriber, and the card containing the number from A1's numbering has been activated, the Subscription Relationship entered into between the Subscriber and A1 shall continue to exist until the request for termination of the Subscription Relationship is submitted to A1 by the Subscriber.

20.3. A1 may reject the request for number porting if:

- the request is submitted by an unauthorized person;
- the request for number porting is inaccurate or incomplete;
- unregistered prepaid subscriber (user);
- it has been determined that there are unsettled due debts of the Subscriber, including all obligations arising from the Subscription Contract due to early termination of contract with the donor operator, except in the case of termination of the subscription contract before the expiry of the period for which it was concluded, due to unilateral changes that significantly change the terms of the contract by the donor operator, in a manner that is not to the benefit of the Subscriber;
- the number is already in the process of being ported, or it has been less than three months since the last number porting;
- the Subscriber is in the donor operator network less than three months;
- the number is stolen, non-existing, temporarily or permanently disconnected from the donor operator network;
- the requested number for porting is one of the numbers from a number block, or is part of the user number groups in the donor operator network.

In the event of activation of several numbers under a single subscription contract, A1 may approve the porting request for one number if the Subscriber has settled all their outstanding obligations for all the numbers under that Subscription Contract.

**20.4. Subscriber's right to compensation due to delay in number porting**

20.4.1. The Subscriber shall become entitled to compensation in the event that number porting has not been carried out after the expiry of the period for number porting referred to in Article 10 paragraph 2 of the Rulebook on number portability, i.e. from the moment of expiry of one day from the moment of the acceptance of

number porting by the donor operator.

20.4.2. In the event of delay in number porting, the compensation is paid for each full day of delay, starting from the expiry of the period for number porting referred to in Article 10 paragraph 2 of the Rulebook on number portability, i.e. from the moment of expiry of one day from the moment of the acceptance of number porting by the donor operator.

The amount of the compensation is determined in accordance with the A1 Price List. The price list of A1 services is available at [https://www.a1.rs/o-a1/dodatne\\_informacije/cenovnici\\_i\\_opsti\\_uslovi](https://www.a1.rs/o-a1/dodatne_informacije/cenovnici_i_opsti_uslovi).

The fee is paid for the period while there is a delay in number porting.

20.4.3 The Subscriber is not entitled to compensation:

- when one of the operators has announced works on the systems and the network, whereof the operators notify the Subscribers in a timely manner via SMS or e-mail. The notice is delivered to the Subscriber by the operator carrying out works on the systems and network;
- during the technical inoperability of RATEL central database;
- when the Subscriber by his/her acts, i.e. actions and/or failure to act causes that the activation of the service and/or the delivery and/or installation of the equipment cannot be carried out within the time periods stipulated in the Rulebook on number portability.

20.4.4. A1's obligation to pay compensation due to the delay in number porting shall be established based on the record of the number porting date in RATEL's central database and data on the possibility of using the service by the Subscriber on the ported number. Payment of compensation shall be made no later than within 30 (thirty) days from the date of receipt of the reasonable Request for payment (hereinafter referred to as: "Request") that caused a delay in number porting by its acts, i.e. actions and/or failure to act.

20.4.5. The request is submitted to the recipient operator within 15 (fifteen) days from the moment when the basis for exercising the right to compensation arose.

20.4.6. The recipient operator shall submit a response to the Request within 15 (fifteen) days from the date of receipt of the Request. In the event that the delay in number porting is caused by acts, i.e. actions and/or failure to act by the recipient operator, the recipient operator shall accept the Request as well-founded and notify the Subscriber that compensation will be paid to the current account of the Subscriber within 30 (thirty) days from the date of sending the notice of acceptance of the Request.

In the event that the delay is caused by the actions of the donor operator, the recipient operator shall notify the Subscriber that the delay was caused by the donor operator and at the same time forward the Request to the donor operator. The recipient operator shall also forward the Notice on Request forwarding to RATEL. The donor operator shall also provide the Subscriber with a reply within 15 (fifteen) days of the receipt of the Request by the recipient operator and in the event that it establishes that the Request is well-founded, it shall notify the Subscriber within the same period of time that the payment of the compensation will be made within 30 (thirty) days from the

date of receipt of the Request by the donor operator. When A1 is the donor operator, payment of the fee shall be made on the current account of the Subscriber.

The notice by which A1 accepts the Request and makes the payment of the compensation shall also include a notice to the Subscriber to provide the data on the current account to which the payment of compensation will be made. In case of submission of a Request by a Subscriber who is a natural person, such Subscriber will be requested to fill out the Request with data on the current account number at A1 points of sale. The Request contains a notification to applicants about the processing of personal data and the obligation to confirm the accuracy of the data provided.

## **Article 21 Amendments and Supplements to GTC**

21.1. A1 reserves the right to unilaterally amend and supplement the GTC. A1 shall notify the Subscriber minimum one month in advance via subscribers' invoices, via [https://www.a1.rs/o-a1/dodatne\\_informacije/cenovnici\\_i\\_opsti\\_uslovi](https://www.a1.rs/o-a1/dodatne_informacije/cenovnici_i_opsti_uslovi) and in other convenient manners on its intention to unilaterally amend and supplement the GTC.

21.2. Upon receipt of the above notice, the Subscriber shall be entitled to terminate the Subscription Relationship without being obliged to pay the expenses with regard to the termination, if the announced unilateral amendments significantly alter the conditions under which the Subscription Relationship was concluded, in a way that is not for the benefit of the Subscriber, particularly in view of the service specification (contents of the service package) and conditions for use of services with regard to the offered promotional benefits.

21.3. Amendments and supplements to the GTC shall be made public and available by A1 in a usual and accessible manner, so that the revised text of the GTC is available at least at each A1 authorized point of sale and A1's official website [https://www.a1.rs/o-a1/dodatne\\_informacije/cenovnici\\_i\\_opsti\\_uslovi](https://www.a1.rs/o-a1/dodatne_informacije/cenovnici_i_opsti_uslovi).

21.4. It shall be deemed that the Subscriber agrees with the changed GTC in the event that they continue to use the services after the effective date of the announced changes.

## **Article 22 Dispute Resolution**

22.1. A1 and the Subscriber shall endeavor to solve amicably any dispute which may arise out of the Subscription Contract, including the disputes arising in respect of the interpretation, application or execution of these GTC.

A Subscriber whose complaint was rejected and who did not initiate an out-of-court dispute settlement procedure before another competent body can contact RATEL within 60 days from the date of delivery of A1's reply to the complaint, i.e. within 60 days from the expiration of the period in which A1 was obliged to make a statement on the complaint.

The out-of-court dispute resolution procedure before RATEL does not exclude the possibility of initiating a procedure before the competent court.

## **Article 23**

A1 Srbija d.o.o.

Milutina Milankovića 1ž, 11070 Novi Beograd, Srbija

Matični broj 20220023; PIB 104704549

## **Entry into Force**

23.1. The General Terms and Conditions have been

published on A1's website on 7 April 2024. The General Terms and Conditions shall enter into force and apply as of 7 May 2024.