

**I. PURPOSE AND GENERAL DEFINITIONS**

1. The General Terms and Conditions of PLUS Communication Sh.A. subscription contract on the connection and access in the public electronic communications network, (hereafter referred to as "The General Terms and Conditions"), constitute a framework package of regulations which regulate the contractual relationship between "Plus Communication" (hereinafter referred to as "PLUS") and the subscriber, on provision and profiting the public services of electronic communication in accordance with Law No. 9918 dated 2008 "On electronic communication in the Republic of Albania" as amended by Law No. 102/2012, dated 24.10.2012, "On some amendments and additions to Law No. 9918, dated 19.05.2008" "On electronic communications in the Republic of Albania", hereafter jointly referred to as "Law No. 9918" and sub-acts issued by EPCA for its implementation.
2. The normative acts, jointly referred to as "Regulations" issued by EPCA in compliance with letter p) of the Article 8 of Law No. 9918, published in the EPCA website www.akep.al which should be implemented under the General Terms and Conditions.
3. Individual acts issued by EPCA for PLUS as provided by Law No. 9918 and its regulations, published in the website of EPCA, www.akep.al.
4. PLUS is a joint stock company registered in the Commercial Registry near the National Registration Center with VAT number K91811014B and incorporated on 10.06.2009. PLUS provides electronic communications network and/or public services, notified to AKEP according to article 14 of Law No.9918 and Regulation No. 24 and registered in the Entrepreneurs Register with No. 2012-APU141-8-12.
5. The Subscriber indicates the service/s that will be provided by PLUS in the Subscriber Contract.
6. For PLUS and the Subscriber, these General Terms and Conditions are part of the Subscription Contract on provision of connection and access in the electronic communications public network, signed and agreed between them in accordance with Article 99 of Law No. 9918.  
The Subscription Contract is composed by:  
a) These General Terms and Conditions;  
b) The Users Registration Form of electronic communications services in mobile networks;  
c) The Subscription Form in PLUS mobile communication network;  
d) Services Tariffs in accordance with the tariff plan selected by the Subscriber.  
In case the Subscriber is benefiting or agreed on the Special Terms of PLUS Offer, these also shall be considered an integral part of the Subscription Contract between PLUS and the Subscriber.
7. In the Subscription Contract and its annexes, the parties under their free will, may agree to amend General Terms and Conditions' provisions, but without infringing their legitimacy, in accordance with the definitions of Law No. 9918 and the acts issued by EPCA for its implementation.
8. The Subscription Contract guarantees the principle of equality between the parties and it is drafted by PLUS based on the legislation in force and on the regulations issued by EPCA for the implementation of Law No. 9918. A draft copy of the contract as well as any amendment to it shall be sent to EPCA 15 (fifteen) working days prior to its entering into force.
9. EPCA is entitled to specify additional rules, as well as to impose amendments to it, if the Subscription Contract is not in accordance with the law and the sub-acts issued as result of public consultation process pursuant to Article 110 of Law No.9918, as amended.
10. Following the possible amendments of Law No. 9918 and/or acts issued by EPCA for its implementation that should be reflected in the Subscription Contract, PLUS within the term indicated in the respective legal act should reflect the legislative amendments in the Subscription Contract.
11. The definitions used in the General Terms and Conditions have the same meaning as the one set forth in Article 3 of Law No.9918 and the normative acts issued for the law implementation by EPCA
12. After having received free of charge from PLUS the entire necessary legal and technical information, and indicating in the Subscription Contract the provisions related to the obligations arising from Law No. 9918 and other implementation acts as well as the referring legislation, the Subscriber declares his prior consent for the following:  
12.1 Inclusion or not in the general phonebook. If the Subscriber's answer is positive, the Subscriber chooses the personal data that he/she/it does not wish to be included and the possibility to verify and correct the data that shall be included in the telephonic number register.  
12.2 Acceptance or not of PLUS's processing of initial traffic data processing for marketing purposes of the electronic communications services or for providing value added services. In case the subscriber provides his prior consent for the traffic data processing by PLUS, then PLUS is obliged to specify in the subscription contract, the data preserving and the time period and the processing method, and declaration that these data shall be preserved in accordance with Law No. 9918.
- 12.3 Use of the electronic communications means of data retention, or for having access to data preserved in the subscriber handset for further processing.
- 12.4 For location data processing during the period of provided value added service.
- 12.5 Use of the automatic systems of calls, for forwarding the Subscriber calls without human interference (for example fax or electronic mail) for marketing purposes.
13. PLUS guarantees the Subscriber on:  
13.1 Providing contractual service/s in compliance with the quality indicators as defined in Regulation No.16.
- 13.2 Providing the service of number portability in accordance with the provisions of Law No. 9918 and Regulation No. 13.
- 13.3 Providing the confidentiality of the Subscriber's data including preserving, using and exposing data in accordance with Law No. 9918 and other regulation in force.
- 13.4 The equal access and the possibility of choosing for the disabled subscribers according to the specifications defined in Act 102 of Law No.9918 and other normative acts in force for this purpose.
- 13.5 When requested by the Subscriber, the inclusion in the phonebook, free of charge
- 13.6 Providing a free of charge detailed bill for the telephonic services in order to enable the Subscriber to check the billed amount.
- 13.7 Providing access to the emergency services.
- 13.8 Taking potential action as a means of reaction to safety incidents or integrity or due to threat and violations.
- 13.9 Upon written request of the Subscriber, providing the possibility of the called line identification and the calling line.
- 13.10 The opportunity to automatically restrict the incoming calls by a third party towards his/her/its handset device in a simple way and free of charge.
- 13.11 Upon request of the Subscriber to revoke in any time his/her/its prior given approvals, in one of the forms defined in the Subscription Contract, cited in clause 12.
- 13.12 Only when required by the competent bodies as defined in Law No.9157, dated 04.12.2003. "On interception of electronic communications", as amended, to enable the interceptions.
- 13.13 In accordance with the requirements of Law no. 9918 and sublegal acts issued by EPCA for this purpose, applying the tariffs for services profited by the Subscriber according to the Subscription Contract.

**II. ELECTRONIC COMMUNICATIONS SERVICES AVAILABLE TO THE PUBLIC**

- 1.1 Mobile telephony service
- 1.2 Internet access
- 1.3 Emergency Calls service
- 1.4 Number portability services

- 1.5 Data transmission
2. PLUS shall activate the services defined in the General Terms and Conditions in compliance with the Subscription Contract not later than 24 (twenty-four) hours from the date of the signature of the contract and payment of the initial amount for the service according to the published tariffs.
3. As far as it is necessary to the Subscriber, PLUS shall describe in the Subscription Contract the terms and the quality service/s that will be provided, which should be in any case in compliance with the quality indicators published on such purpose.
4. The parties may agree on connection tariffs according to the published tariffs, in case PLUS services which shall be used, require the connection of the Subscriber property to PLUS public electronic communications network.
5. The terminal communication equipment provided as products to the subscribers by PLUS for the services under these General Terms and Conditions is evaluated in accordance with the Law no. 9918 and the products technical requests.
6. PLUS may provide to the subscribers, terminal equipment under the conditions and terms agreed in a separate contract or in Subscription Contract annexes. The conditions defined by PLUS on terminal equipment, may not limit the Subscriber's right on number portability in compliance with the rules defined by EPCA in Regulation No. 13.
7. In the Subscription Contract, the parties determine the following for the terminal equipment:  
7.1 On purchasing and selling of the terminal equipment with market prices within a guarantee and maintenance period after the guarantee.  
7.2 On the use of terminal equipment during the service period of the electronic communications included in the service tariff.  
7.3 On providing of the terminal equipment sample for testing services, devices period etc.
8. The services shall be provided by PLUS to the Subscriber according to published tariffs, in order to be aware of them, prior to the signature of the Contract. After the Subscription Contract is signed between the Parties, any potential change on the tariffs must be made only in compliance with the legal provisions and EPCA sublegal acts for this purpose.
9. In the contract PLUS specifies the way of provided services maintenance, in order to guarantee the quality indicators and the standards which the Parties agreed upon the Contract signature. Potential modifications referring to the quality and the standards of the services provided, related to legal causes and/or regulations, are performed by PLUS in compliance with the specifications of EPCA in its sublegal acts issued for this purpose.
10. PLUS defines in the Contract the services that the Subscriber may benefit from the promotional offers which may be applicable by him/her, the offer terms and their duration. Promotional offers shall not include conditions infringing the Subscriber's right to change entrepreneur in any time being and within the freedom and conditions provided by Law No. 9918, sublegal acts issues for its implementation and the referring legislation in force in the Republic of Albania.  
11. For the mobile telephony service, PLUS:  
11.1 Shall provide to the Subscriber the SIM Card enabling the services, in compliance with the General Terms and Conditions and following the Subscriber documentation approval by PLUS. PLUS shall notify the Subscriber for the respective Access Number and shall also provide to him/her the respective guideline for the use of services.  
11.2 Shall perform the SIM Card activation and provide the services to the Subscriber.  
11.3 Upon activation of the SIM Card, the Subscriber is entitled to use the information contained in the SIM Card in order to fulfill the Contract obligation. Through this document it is expressly accepted that the Subscriber has neither the right on the SIM Card nor on the data that it contains. PLUS is responsible only for the replacement of the damaged cards, except when these damages result from the Subscriber's distracted or voluntary acts or omissions.  
11.4 In accordance with the principle of technological neutrality and provided that the SIM Card is always accompanied with a serial number and with one or more access numbers, all communications performed through the SIM Card shall be considered as performed by the Subscriber him/herself or with his/her consent/approval. As a consequence, the Subscriber shall be responsible under the General Terms and Conditions of the Subscription Contract and the legislation in force.  
11.5 The Subscriber is subject to civil or criminal liability when using the Sim card in breach of the General Terms and Conditions of the Contract as well as the law, and he/she/it is obliged to compensate PLUS for damages incurred in case of loss, theft, complete or partial destruction of the card and unauthorized use by third parties.  
11.6 The Subscriber is obliged to immediately notify PLUS and return the SIM card by presenting the access number, in all of the above cases and in case of SIM card damage for reasons that do not depend on PLUS. PLUS will further proceed with SIM card replacement, and where appropriate it will perform the Subscriber reconnection, upon payment of the SIM card replacement price, in accordance with the price list in force at the time of the reconnection.  
11.7 The Subscriber has the exclusive right to use the access number under the Subscription Contract and the legislation in force. Upon termination of the Contract for whatever reason, the right to refuse the Subscriber access number is automatically transferred to PLUS along with other rights related to its usage.  
Upon the termination of a portable number Contract, the initial operator has all the rights on number re usage. The initial entrepreneur has the right to transfer the access number use rights, when it is necessary for reasons related to the continuous functioning of the system, for technical reasons or when required by law or by the necessity of the government institutions based on the legislation in force.
12. Number portability service is obligatorily provided by PLUS to any subscriber. In its network PLUS provides the possibility for the Subscriber to port his/her telephonic number, regardless of PLUS providing the telephonic service as follows:  
i) In case of the geographical numbers – in any determined region.  
ii) In the case of non-geographical numbers – in any region.  
The rules of number portability service are specified in Regulation No. 13.

**III. THE SUBSCRIPTION CONTRACT ON SERVICES**

1. The Subscription Contract between PLUS and the Subscriber shall be considered as definitive and effective with the signature by both parties.
2. This Contract is concluded for an initial term of 12 (twelve) months starting from the date of signature of the Contract by the Subscriber. If the Subscriber has not notified PLUS in writing that he/she/it does not wish the extension of the Contract beyond the time period of 12 (twelve) months, the Contract shall from then be considered as an unlimited duration contract.
3. When PLUS provides to the subscribers other services, or tariff plans/particular offers, that have the obligation to use the services for a certain period, as a necessary element, the initial term of the Contract shall vary from 12 to 24 months.
4. In case the Subscriber does not want to benefit from the specific conditions of the offers agreed between the parties, the Subscriber has the possibility to enter into a Subscription Contract with an initial term of 12 (twelve) months as indicated in paragraph 2.
5. The Subscription Contract shall specify the identifying data of PLUS and Subscriber including:  
5.1 For PLUS the necessary data defined in the Civil Code of the Republic of Albania as contractual parties, the registration data in the National Registration Center and VAT number along with the registration number in AKEP, based on Regulation No. 24.  
5.2 For the Subscriber the data defined in the Civil Code of the Republic of Albania as contractual parties and the identification data specified by EPCA in the Registration Form for the registration of Subscriber's identification data.  
5.3 Besides the identification data, the parties also specify in the Contract the necessary data for permanent regular communication among them such as the mail address, telephone number, fax, e-mail address etc.

6. Besides the data specified in point 3 above, PLUS data should be also indicated in the Contract in order to be executed the payments by the Subscriber, such as the bank account number of PLUS, prices/tariffs of services to be provided for the Subscriber, the method of payment, way of compensation and refund in cases when the contractual service does not meet the quality level provided in the contract, instructions on disputes settling etc.
7. The parties may amend the Subscription Contract signed between them, based on prior agreement with such amendment. No amendment performed unilaterally shall be considered correct unless the parties have not preliminary expressed their agreement in a written form or in any other way defined and agreed by them in the Contract. The parties are obliged to accept with no need for them to express their agreement the contractual amendments imposed by EPCA according to Law No. 9918.
- IV. SUBSCRIBER'S RIGHTS AND OBLIGATIONS. RESPONSIBILITIES.**
1. The Subscriber has the following rights:
    - 1.1 To use the service in accordance with the legislation in force in the Republic of Albania, these General Terms and Conditions, as well as the Subscription Contract.
    - 1.2 To benefit from PLUS services with all the parameters and quality defined in these General Terms and Conditions and the Contract signed by the parties.
    - 1.3 To require and receive information and notifications related to the services provided by PLUS in the manner determined in the General Terms and Conditions.
    - 1.4 To inform PLUS about the difficulties in using the services and about any damage or failure caused in the network or in the terminal equipment.
    - 1.5 To submit requests, complaints and suggestions and to receive within the time limit indicated in the Subscription Contract a response.
    - 1.6 To be prior informed about the planned interruptions due to network maintenance and about the expected deterioration of the quality of the services.
    - 1.7 To suspend the use of services upon his consent after submitting the written notification to PLUS according to the procedure and conditions defined in the contract signed between the parties.
    - 1.8 The contractual services shall be activated to the Subscriber not prior to 2 (two) hours and no later than 24 (twenty-four) hours.
    - 1.9 The suspended services shall be automatically reactivated by the termination of the period specified in the Subscriber request. The reactivation tariff shall be defined according to the price list in force. The reactivation tariff shall be payable in the moment of the submission of the subscriber request on the suspension of the service/services.
    - 1.10 For the time period of the suspended service shall not be obliged to any monthly subscription tariff or other tariffs for the usage of the service.
    - 1.11 The suspension of the services should not be performed more than twice in a calendar year and during the contractual period, only if this period shall be extended in compliance with certain circumstances. In any case, the total value of the suspension period cannot be more than 3 months.
    - 1.12 The suspension of the service, for collected services or those closely linked to each other due to their nature, shall not be provided only for the separate services. The operator may in any case decide differently under its discretion.
    - 1.13 To use the number portability service in accordance with the legal requirements and Regulation No. 13.
    - 1.14 To receive free of charge detailed invoice for the telephonic services (except for the cases of refusal by the subscriber him/herself) along with the tax bill, and have access to online information on monthly invoices. The detailed invoice contains at least the following information: the numbers and the types of services of the reported period, the total amount according to the type of services, the total amount of the invoice, the applied taxes, the amount of subtractions for the subscriber, the respective total amount, the period of payment, the potential methods of payment, PLUS credentials and the contact persons.
    - 1.15 To use the "tone dialing", "CLIP" and "CLIR" functions, their limitation when it is technical possible and in accordance with the Law no. 9918 requirements.
    - 1.16 The possibility of emergency call free of charge up to the termination of the individual contract.
    - 1.17 The written request for tracking of the disturbing and /or threatening calls.
    - 1.18 The prepaid subscriber has the same rights and obligations which are not less favorable than the ones of the postpaid subscribers for services of the same kind. The specific conditions of the services use, including crediting through prepaid cards or their usage terms, for the prepaid subscribers are reflected in the accompanying guideline of the prepaid SIM cards, the accompanying prepaid cards and other information published by PLUS.
    - 1.19 The Subscriber who has agreed on having his/her/its data in the telephone number register may provide his consent on these data to be used for printed or electronic promotional materials or commercial messages as of third parties, as well as commercial research or studies organized and conducted by third parties.
    - 1.20 Upon Subscriber's request and payment, the telephone number register may organize and regulate the timeframe within which the messages and calls may be performed directly by third parties for marketing purposes as well as the method they are provided.
  2. The Subscriber, according to the type of the contracted service:
    - 2.1 Shall fulfill his obligations according to the Subscription Contract and these General Terms and Conditions.
    - 2.2 Without written approval by PLUS, shall not sign contracts or agreements to transfer to third party his/her rights and obligations according to the contract and these General Terms and Conditions.
    - 2.3 Within 10 (ten) days, shall notify PLUS in a written form for any change of his/her identification data.
    - 2.4 The subscriber shall pay for the services within the time period and methods specified in the Contract, except the payments for the service interruption period in case of force majeure.
    - 2.5 Shall not offer /resell the network numbers or services provided by PLUS for profit purposes.
    - 2.6 Shall use the services for personal consume only.
    - 2.7 Shall not offer in any way, for any reason or no reason, nor create conditions for copying, recording, retransferring or using the content and services for other purposes, and without going beyond or attempting to go beyond the mechanisms for the protection of programs against such actions and/or unauthorized use.
    - 2.8 Shall not perform and shall not allow disturbing or threatening calls from other illegal ways of communication and wrong emergency calls from terminal equipment.
    - 2.9 Shall not allow the access to pornographic programs or other inappropriate programs and/or internet addresses to minors.
    - 2.10 Shall inform PLUS upon a written notification, 10 calendar days prior about his/her/its wish to suspend the usage of service or services.
    - 2.11 Shall not undertake, or allow, except of PLUS approval, origination, termination, transition, or traffic deviation from/to PLUS network by benefiting in such a way another different person to him/her, or any artificial origination or illegal traffic deviation by using the contractual services.
    - 2.12 By accepting these General Terms and Conditions and agreeing on the Subscription Contract, the Subscriber shall be considered informed, that PLUS may collect, process as well as ensure personal data according to the legislation in force in order to provide the services of electronic communications, also including the value added services which require further traffic data process, or location data, or the necessary traffic data for performing the message or tariffing it.
    - 2.13 The Subscriber is obliged for damages payment, caused intentionally (deliberately) to PLUS which are direct, instant of their actions and infringe the obligations according to these Terms and Conditions and the Subscription Contract. The Subscriber may fail in fulfilling any obligation defined here and as follows in case of a force majeure. In these cases he /she/it shall be notified in time by PLUS for the nature, the force majeure and the potential consequences for the obligations fulfillment.
  3. PLUS may refuse to execute network connections service contract or network access temporarily suspended for restoration, and may prohibit to provide some or all services when the Subscriber:
    - 3.1 Has not paid within the term of payment or has delayed payment of service/s provided by PLUS.
    - 3.2 Has used or permitted the usage of the electronic communications equipment or electronic services for purposes and in breach of these General Terms and Conditions and the legislation in force.
  - 3.3 Has entered or has attempted to have access to PLUS services in an incorrect way, incompatible to these General Conditions or prohibited by law.
  4. During the suspension of the service, the subscriber is entitled to make emergency calls, except when it is technically impossible.
  5. PLUS is entitled to unilaterally terminate the Subscription Contract with the Subscriber as well as to interrupt the services without prior notification, in case of continuous, systematic or flagrant breaches of the contractual obligations and/or the General Terms and Conditions.
    - i) "Flagrant breach of a contractual obligation" means a breach which causes or may cause damage to other subscriber/user or to PLUS, excluding damage due to not compliance of the obligation due to cases of "Force Majeure"
    - ii) "A systematic breach of a contractual obligation" means a breach which occurred twice or more times within a reporting period according to the providing service kind.
  6. PLUS may refuse the service guaranteed according to the Subscription Contract, when the Subscriber has personally undertaken or has permitted unauthorized third parties to undertake the installing, modification, or repairing of equipment and or the network.
  7. In case of payment failure within the due time, the Subscriber shall pay, from the delay date to the payment date of the amount according to the Subscription Contract's Terms and Conditions, fines recognized by law as interest rates. Thus, according to the legislation in force, the Subscriber shall pay a 0.5% fine interest of the unpaid monthly invoice for each day of delay in payment, starting from the payment due date specified in the invoice. The value of the fine interest in no case shall be higher than the value of the unpaid invoice.
  8. In case the Subscriber deliberately ruins, destroys or permits destruction/ruin/breaking of the modem and/or other electronic communications equipment provided by PLUS, shall compensate for each and all actual damages caused to PLUS, including terminal equipment cost coverage specified in these Terms and Conditions. Otherwise, PLUS may immediately and unilaterally terminate the Subscription Contract, according to point 5 above.
  9. The subscriber has the right, through online applications according to the specified method in the Subscription Contract and its annexes, to request service modifications, by including and not limited to the service parameters and quality, additional services, tariff plans etc.
- V. PLUS RIGHTS AND OBLIGATIONS. RESPONSIBILITIES.**
1. Depending on the service provided to the subscribers PLUS is entitled to:
    - 1.1 Receive the respective payment by the subscriber within the specified time in the General Terms and Conditions and in the Subscription Contract, except for the interruption period in case of force majeure.
    - 1.2 Perform technology or network structure changes and expansion of the services provided.
    - 1.3 For technical reasons, change the subscriber number, upon a 30 (thirty) days prior written notification.
    - 1.4 Provide guidelines and instructions on the right usage of the electronic communications equipment and closure of the equipment with technical defects and those that do not fulfill the technical requirements of production.
    - 1.5 According to the legislation in force and Regulation No. 13, provide the number portability service for the mobile telephony
    - 1.6 Subject to the conditions of these terms and Subscription Contract, suspend the services for planned controls, network repairs and enhancements,
  2. PLUS should:
    - 2.1 Provide to the subscriber, electronic communications services according to these General Terms and Conditions, the Subscription Contract and Law No. 9928.
    - 2.2 Provide electronic communications services in compliance with the principle of transparency, proportionality and equality based on conditions, prices, the kind of technology used, the subscribers category, the traffic volume, and the method of payment and to not allow advantages for special individuals or for subscribers group of the same services.
    - 2.3 Construct, maintain and enhance the network and the services as applicable to the legislation in force and to these General Terms and Conditions, to the principle of continuity, safety and high quality, applicable standards, regulations and requirements of the technic safety.
    - 2.4 Use only technically certified communications equipment that meet technical requirements of production and are in compliance with the specified producer purpose.
    - 2.5 Notify the subscriber through telephone, e-mail, its web pages or point of sale:
      - 2.5.1 For interruptions and low quality of the service, during periodic controls, network repairs or maintenance, planned testing as well as the day, duration of the interruption or low service quality, no later than 24 hours prior to its effective completion.
      - 2.5.2 For service limitations imposed by the competent authorities in extraordinary disasters circumstances or failures, related to national protection and safety, without shifting the responsibility of normalizing the situation within a period as short as possible.
    - 2.5.3 For the network safety and integrity risk and/or destruction/violation and the privacy and personal data protection following implications, the repairing exact financial means and related expenses as soon as possible.
    - 2.5.4 For the internet network maintenance, in its points of sale or similar for the consumers, actual information name, the addresses and contact numbers, the provided services, its quality and prices, including details of discounts and special packages, prices, the type of maintenance services, the conditions (terms) of the contract, the procedure of resolving disputes etc.
  - 2.6 Provide continuous network working, with quality and 24 hour services, seven days of the week, except in the cases defined in these General Terms and Conditions and in cases of force majeure.
  - 2.7 Guarantee to the Subscribers the exercise of their rights and choices according to these General Terms and Conditions.
  - 2.8 Offer information and procedures references for the usage of public telephony services and/or the contacts address for Subscriber.
  - 2.9 Publish the address and/or the telephone for receiving announcements, questions, complaints, and enquiries for damages by the Subscriber and/or other complaints on the services provided.
  - 2.10 In the shortest time possible, but no later than in 72 hours, perform continuous services monitoring and to take action against damage compensation and the technical problems. The final compensation term starts from the Subscriber's damages notification or PLUS decision on it.
  - 2.11 Remove network damages due to external uncontrolled cause and to turn into function the network in the shortest time possible after the removal of the cause.
  - 2.12 When it is technically possible, take all the necessary measurements to secure the network integrity and access possibility for emergency services in case of force majeure.
  - 2.13 Perform free of charge the repair of electronic communications equipment, when these equipment is provided by PLUS under the terms defined in these Terms and Conditions and the Subscription Contract and when the damages are not caused by the subscriber, or when the damage cannot be repaired, to replace the terminal equipment.
  - 2.14 Unilaterally change, services parameters which are subject to the law in force, to the EPCA acts and PLUS business good practice.
  - 2.15 Provide to the Subscriber with the possibility through the "Speed Test" measurement published in its website, the contracted internet capacity and speed.
  - 2.16 Create the website to publish all information provided by law for the network subscribers and/or electronic communications public services provided by PLUS according to the definitions set in Law No. 9918 and EPCA Regulation.
3. PLUS shall be responsible toward the subscriber for the following actions:
  - 3.1 According to these General Terms and Conditions and the Subscription Contract, the over-charged services and complained amounts shall be subtracted from the monthly subscription price for the following prepaid month and by the termination of the Subscription Contract shall be paid in cash to the Subscriber, when the termination terms of the Subscription Contract are complied. In case of the postpaid subscribers, the above amounts, if there are any, shall be reimbursed in their credit.
  - 3.2 By end of the time for the defect repair according to these Terms and Conditions on defects and elimination of technical problems, due to incapability of using the services PLUS shall pay a fine in proportion with the part of the monthly subscription price for the time during which the service has not been provided. The fine amount may be reduced from the monthly subscription price for the following month.
  - 3.3 PLUS shall reimburse the Subscriber for the over charged services amounts together with the legal interest.



- 3.5 The requested amounts (claimed by the Subscriber) according to these Terms and Conditions and regularly verified by PLUS, may be subtracted from the subscription monthly price or other amounts in the successive month depending on the services used by the subscriber or to be paid in cash with the termination of the contract.
- 3.6 Failure to implement the defined rules by EPCA for the Subscriber legal interests protection, related to the services quality provided, number portability application, tariffs application in breach of legal requirements and EPCA acts, failure to rigorously and rightly implement complaint resolution procedure.
4. PLUS obligation is performed by the Subscriber written request.
5. PLUS shall not be obliged to:
- 5.1 Damage that is not directly attributed to its bad management.
- 5.2 Damage caused by failed calls
- 5.3 Nonfulfillment of PLUS obligations due to a force majeure
- 5.4 The content of the information transmitted through the network.
- 5.5 Suspension and/or the low quality of electronic communications service when this is in the limit of technical parameters and the quality of other electronic communications networks, as well as damages or defects in these networks.
- 5.6 Lack of service provision or their low quality during PLUS testing in order to inspect equipment, connections, networks etc., enhancement testing and service efficacy, only subject to the subscriber by informing him/her in advance.

#### VI. PRICES, BILLING AND SERVICES PAYMENT

1. PLUS shall provide electronic communications services to the Subscriber towards payment of the specified prices in compliance with the requirements for equal treatment of the subscribers, subject under the Subscribers' category, the traffic volume and other conditions published in advance. The Subscriber shall be billed according to the price list in force according to the PLUS case and tariffs agreed in the contract at the time of the signature of the contract or its signed modifications.
2. PLUS provides service packages separated or as a single packet, by granting to the subscriber the right of choosing the services within the package or outside it.
3. PLUS may offer service price discounts that are prior in force under transparency terms.
4. The service and package prices, including the billing method as well as the price repost shall be published in PLUS website and in all point of sales.
5. For the provided services, the Subscriber shall pay to PLUS a price or packet's prices, respectively.
- 5.1 The initial price to network access and/or service activation for which the Subscription Contract is signed. The price shall be paid within the terms as according to the contract and it is not subject to compensation at the termination of the contract.
- 5.2 The value of all used services during the billed period. The billed period lasts from the first day up to the last calendar month day.
- 5.3 The monthly subscription tariff that refers to the specified services access for which a contract has been signed.
- 5.4 Terminal equipment price, when it is acquired by PLUS, or the lease price for terminal equipment use.
- 5.5 Configuration electronic communication equipment cost.
- 5.6 The technical assistance tariff for services usage, including installing, maintenance, and the repair of electronic communication equipment.
- 5.7 Payments for other specified services indicated in PLUS price list.
6. The immediate payment or the network access initial price and/or the service activation shall be paid according to the date defined in the Subscription Contract of service.
7. The monthly subscription tariff shall be paid as follows:
- 7.1 The first month tariff is in proportion with the number of days of the service usage until the end of that month.
- 7.2 PLUS shall bill the services each month, according to the format of the invoice approved by the competent bodies. The postpaid subscriber is entitled to receiving a detailed invoice or not detailed, free of charge in the address declared by him/her in the Subscription Form, according to the option chosen by him/her. PLUS shall reimburse the subscriber for over billing for the services provided, along with the interest rates defined by law.
8. The consumption of services is invoiced on the basis of PLUS actual prices for the individual services and the Subscription Contract between the parties.
9. The Subscriber is obliged to pay within the time limit indicated in the invoice according to the modality required by PLUS including, but not limited to, cash payment, wire bank transfer, credit card or other methods of payment. The payment deadline for postpaid Subscribers shall be the date 28 of the following month for the service received during the month.
10. The activation price for additional services shall be paid through the signature of the Subscription Contract Annex and/or with the additional services request according to the kind of service and the PLUS actual prices.
11. PLUS shall issue and send to the Subscriber an invoice including the monthly subscription fee and the respective provided services amounts and the invoice payment time limit.
12. The Subscriber's obligation to pay within the specified time is valid also in case of not receiving the invoice.
13. The Subscriber shall pay the relevant amounts for the electronic communications services:
- 13.1 In cash in PLUS point of sales or in a regularly authorized PLUS agent specified in the respective invoice.
- 13.2 By wire bank transfer in a required bank and the bank account be specified in the Subscription Contract or in the issued invoices.
- 13.3 By the electronic system of payments
- 13.4 By other ways specified in the contract
14. All the displayed services, which are in any case paid, are subject to the PLUS actual prices list.
15. PLUS shall define and change the services prices according to these General Terms and Conditions and in accordance with Law No. 9918.
- 15.1. The change of the contracted services (the unilateral reduction by PLUS of the number of the services and /or of their quality) and the tariff increase of one or more services over the given level in the Annex at the time of the Contract's Signature, is considered a modification of the Contract Terms and PLUS has the obligation to notify in written to the Subscriber at least 30 (thirty) days before coming into force.
- 15.2. The notification for the tariff increase shall be made within and no later than 30 days prior to the proposed date for their implementation. The decreases of tariffs may come into force immediately.
16. PLUS has to communicate for reference the electronic communications services prices to EPCA no later than 3 (three) days after they became effective.
17. The prices electronic communications services shall be regulated by PLUS based on the demand and offer depending on the legislation and the provisions in force. The prices of electronic communications services and their amendments are listed in PLUS price list that is part of the Subscription Contract.
18. PLUS is entitled to assign maximum credit limits for any subscriber and to change these limits in case the subscriber moves from one tariff plan to another. When the subscriber exceeds the credit limit PLUS is entitled to:
- 18.1 Interrupt/block the provided services and
- 18.2 Request and issue an invoice for the immediate payment of the outstanding obligation and the payment shall be reflected in the invoice of the successive month or
- 18.3 Require from the Subscriber the immediate payment of a guarantee amounting to the double invoice amount at that moment, as well as to interrupt all the services when the Subscriber does not meet the above obligations. The maximum credit limit for billed and unbilled services is the total amount of the guarantee provided by the Subscriber or specified by PLUS for the Subscriber segment.
- 18.4 The Subscriber, in order to control his expenses, is entitled to request to PLUS in written to provide maximum limits of the monthly credit.
19. In case the subscription terminates after the initial term or when certain services are no longer provided or no longer required by the Subscriber, the guarantees set and agreed between PLUS and the subscriber, shall be returned to the latter with no interests within the specified deadline by PLUS, at the Subscriber's request, except for the cases when the Subscriber has unpaid obligations towards PLUS. In case when the subscriber has unpaid obligations, they

shall be paid by the provided guarantee amount. In case the Subscriber obligations towards PLUS are not covered by the Subscriber's guarantee PLUS shall have the right to follow the procedures in force in order to collect the subscriber's unpaid obligations.

#### VII. COMPLAINTS TREATMENT, REQUESTS AND PROPOSALS

1. The Subscriber may submit complaints, requests and suggestions in the written based on the forms set forth by PLUS in the Subscription Contract and published in its website, which can be sent to PLUS:
- by mail;
- 1.2 by fax in +355 (0) 42382700;
- 1.3 by e-mail in the addresses : complaints@plus.al; infoklienti@plus.al
- PLUS shall accept the Subscriber complaints, requests, and suggestions in its point of sales or through its representatives in the points where the service is provided. PLUS shall specify in the Subscription Contract the alternative addresses where the subscriber can send the complaints.
- The complaints may also be submitted through the numbers 140 & 144
3. The Subscriber should submit the complaint to PLUS according to the forms and procedures determined in the Contract:
- 3.1 Within 15 (fifteen) days from the bill receipt, when the complaint refers to the amount billed for the provided service; or
- 3.2 Within 15 (fifteen) days from the service provided, in case the complaint refers to the quality of the provided service.
4. Within 15 (fifteen) calendar days from their receipt, PLUS shall take into consideration the complaints, the requests and the submitted proposals, by presenting a report on them and by providing a written response in one of the forms defined in the Subscription Contract and published in the website,
5. The response is sent to the Subscriber through the following means:
- 5.1 Mail;
- 5.2 Telephone;
- 5.3. By fax or;
- 5.4 Online
6. PLUS shall keep, preserve and archive a register of complaints, requests, suggestions, received from the Subscriber as well as the responses provided to them, by archiving the files which contain the complaints, requests, suggestions, responses and the decisions and measures taken within 12 months.
7. The Subscriber, in case he disagrees with PLUS written response, is entitled to initiate a dispute procedure resolution.
- 7.1 By addressing to EPCA according to the regulations defined in Law No. 9918 and Regulation No. 29 or
- 7.2 The competent Court, in accordance with the Civil Procedure Code.
- The complaint must contain an accurate description of all the circumstances which led to the submission of the complaint and the signature of the complainer.
8. The submitted complaint shall not free the subscriber of the paying charged amount that belongs to him/her.
9. PLUS is obliged to treat the complaint under legal responsibility and provide arguments with facts and legal references for its held position in the complaint response.

#### VIII. THE SERVICES CONTINUANCE AND INTERRUPTION

1. The provision, continuance, suspension and interruption of the service/s contracted between PLUS and the Subscriber is in accordance with the definitions provided by Law No. 9918, these General Terms and Conditions and the Subscription Contract.
2. The termination and interruption unilaterally of one/several services by the parties does not understand the termination in the same term of the contract, excluding the case when the contract contains one single service.
3. In case the contract between the Subscriber and PLUS refers to a certain period of time, it may be prolonged according to the following conditions:
- 3.1 In the Annex signed between the parties;
- 3.2 In case the Subscriber does not request in a written form to terminate the contract within 1 (one) month prior to its termination. The Contract shall be considered as a contract with an indefinite term.
4. The Contract between the Subscriber and PLUS shall be considered terminated:
- 4.1 Within a period specified in the Subscription Contract or by the written approval of both parties.
- 4.2 Unilaterally by PLUS within 30 (thirty) days of the subscriber's written notification.
- 4.3 Unilaterally by the Subscriber within 30 (thirty) consecutive days by the written presentation of the notification to PLUS and the payment of all relevant obligations and the return of the devices and equipment of the electronic communications when it is not signed for their property.
- 4.4 Unilaterally by PLUS with no prior notification in case of flagrant violations of contractual obligations by the subscriber according to the definitions of these General Conditions and the Subscription Contract.
- 4.5 Unilaterally by PLUS within 3 (three) days after the termination of the 15 (fifteen) days period of the prior written notification of PLUS towards the subscriber for the payment of the monthly invoice, when the subscriber has not paid the invoice even after this notification.
- 4.6 In case of force majeure.
5. In cases of contract termination as defined above in the General Conditions or the Subscription Contract, the subscriber within 5 (five) calendar days, shall return the electronic communications device or equipment received for use under the conditions they were handed, except for normal functional use and/or shall ensure access to their dismantlement.
6. When the contract is terminated unilaterally by PLUS on the basis of the bad and deliberate attitude of the Subscriber, PLUS shall not reimburse the prepaid amounts for the services.
7. When PLUS after the Subscriber notification according to point 4.5 above on the unilateral termination of the contract, does not execute within this term its right for the unilateral interruption of the contracted service/s, the contract shall not be considered interrupted and the Subscriber is still entitled to all the rights set forth in these Conditions and in the Subscription Contract, including the right of number portability in case the subscriber demands this according to Regulation No. 13 and EPCA acts for this purpose. In this case the liability of civil consequences for PLUS damage for not obeying the defined rules in these Terms and Conditions and the Subscription Contract related to payments, is transferred to PLUS for not self-exercising the rights sanctioned in these acts.

#### IX. NETWORK AND SERVICES SECURITY, COMMUNICATIONS PRIVACY AND PERSONAL DATA PROTECTION.

1. PLUS shall take the necessary technical and organization measures to maintain security and/or the provided services network, including, when necessary, joint venture with other electronic communications entrepreneurs, aiming to protect subscriber's rights and freedom, the privacy and free movement/circulation of data and such services within the European Community.
2. PLUS shall not publish and deliver messages and respective traffic data, location data, and the necessary data to identify the subscribers which are well-known due to the provision of equipment/services. This obligation shall also be applied to the employees of the enterprises who have or may have access to these messages or data.
3. In order to protect the confidentiality, no listening-ins, intrusion, call-records, or other methods of intrusions or communications monitoring by third parties will be allowed, except for the sender and receiver, without their expressed consent and except when it is provided by law.
4. PLUS is registered as an administrator of personal data by the Personal Data Protection Commissioner.
5. PLUS may collect, process and use subscribers data when such data are directly defined for the electronic communications services and/or to maintain a normal network and equipment functioning, and the disclosure and detection of "disturbing" calls subject to the requests of Chapter X and follows by Law No. 9918, dated 19.05.2008, "On the electronic Communications in the Republic of Albania", amended.
6. Subscribers - individual personal number identification data may be used for the data regeneration by PLUS in a Court of Law, under the expressed consent of the individual for

- this purpose.
7. PLUS, for a period of 24 months (excluding data deliverance on the content of messages), may preserve certain data categories for national protection needs, as well as for criminality detection for under the terms and conditions defined in the referring legislation.
  8. When prior consent for processing has not been provided, or when this processing is temporarily remised PLUS shall process and provide on the location subscriber data in case of the emergency calls included.
  9. Subscriber data may not be handed to third parties, except with the subscriber consent as a consumer as required by law.
  10. PLUS is entitled to data processing related to other entrepreneurs subscribers who provide equipment/ electronic communications services for PLUS needs, to perform the obligations set forth in these General Terms and Conditions and the terms of Law No. 9918.
  11. PLUS shall preserve the information according to the conditions defined by law, and if not defined, for a period of 12 months and must be available upon written subscribers request as defined by law.

**X. PUBLICATION AND AMENDMENT OF THE GENERAL CONDITIONS**

1. The General Terms and Conditions or any their amendment, shall be published by ECPA as well as by PLUS, in their websites.
2. When required by law, ECPA may amend the General Terms and Conditions upon PLUS and subscriber proposal, as well as by its initiative.
3. PLUS may perform adaptations to these General Terms and Conditions approved by ECPA, in function the kind of electronic communications network and /or public service/s provided, but without altering the core of the adjustments and the joint standard adjustments for any entrepreneur.

SUBSCRIBER: I declare that I received full knowledge and I accept all the Terms and Conditions of this Contract.

**For and on behalf of PLUS**

Signature/seal

.....

(Authorized representative name/surname)

4. In any General Terms and Conditions amendment, the subscribers with the effective Subscription Contract shall be entitled to conclude the Subscription Contract amendments within a month, according to the definitions in the General Terms and Conditions.

**XI. APPLICABLE LAW**

1. Any issue arising from these Terms and Conditions shall be regulated by the provisions of the Albanian legislation in force.

**XII. TRANSITIONAL DISPOSITIONS**

1. Within 30 (thirty) days from the date of entry into force of General Terms and Conditions, the subscribers are entitled to the right of expressing disagreement and deposit to PLUS the written notification.
2. Lack of expression of the will by the existing subscribers is not a cause for immediate termination of the contractual relationship and the General Terms and Conditions shall be presumed as accepted for the termination of the Subscription Contract.

**XIII. ENTRY INTO FORCE**

1. These General Terms and Conditions shall enter into force according to the definitions of ECPA Managing Board Decision, for this purpose.
2. These General Terms and Conditions are applicable to all existing contractual agreements between PLUS and the subscribers.

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This Contract is drafted in 2 (two) equivalent copies in Albanian of which 1 (one) copy is held by PLUS and 1 (one) is handed to the Subscriber. The two copies are signed by both parties.

**Subscriber**

signature

.....

(name-family name)

**ANNEX No. 1 TABLE OF SERVICES AND TARIFFS**

This annex reflects the basic and additional services provided by PLUS and chosen by the Subscriber and the respective tariffs.