

General Terms and Conditions Regulating the Relations Between the Vivacom Bulgaria EAD and the Subscribers and Users of Electronic communication services Provided Through the Public Mobile Terrestrial Networks of the Vivacom Bulgaria EAD (General Terms and Conditions)
(effective from 01.09.2023 and applicable for subscribers who have concluded a contract after 15.11.2019)

Section I GENERAL PROVISIONS

1. (amended, in force from 10.05.2021) These General Terms and Conditions determine the procedure, conditions and terms for the provision of electronic communication services to Subscribers and Users through the public mobile terrestrial networks of the Vivacom Bulgaria EAD (Vivacom), called hereinafter referred to as "the Network" or "the Networks".

2. (amended, in force from 10.05.2021) Vivacom Bulgaria EAD (Vivacom), having its seat and registered address at: Sofia, 115 I Tsarigradsko Shose Blvd., UIC 831642181, VAT No. BG831642181, website: vivacom.bg, holding: Permit No. 01388 / 08.04.2009 for the use of radio frequency spectrum within the bands 900 MHz and 1800 MHz; Permit No. 01389 / 08.04.2009 for the use of radio frequency spectrum within the 2 GHz band and Permit No. 01391 / 08.04.2009 - for the use of numbers, for the implementation of public electronic communications.

3. User is any person who uses electronic communication services provided through the Network.

4. The Subscriber is any legally competent individual, legal entity or institution operating on the territory of the country under an international agreement to which the Republic of Bulgaria is a party, and who is an individual contract with Vivacom for the provision of electronic communication services through the Network.

4a. (Effective from 10.01.2013) The Subscriber/ User may be represented before Vivacom by a proxy with a written power of attorney.

5. These General Terms and Conditions are issued on the grounds of Art. 226, para. 1 of the Electronic Communications Act (ECA).

6. The General Terms and Conditions shall be published pursuant to the procedure provided for in the ECA. The General Terms and Conditions shall enter into force on the initial date of commercial provision of the Services. This date will be announced in an official publication in a national daily newspaper and / or other national media. From that moment on, they shall be binding on Vivacom, and the Users are considered to have been notified of their content. Vivacom provides the End Users and other persons free of charge copies of these General Terms and Conditions at each of its head offices or trade offices.

7. (amended, in force from 01.11.2018) Upon concluding a contract, the Subscribers - individuals are considered bound by these General Terms and Conditions only if they have received a copy signed by Vivacom and have expressed their consent thereto. The other subscribers certify their consent to the General Terms and Conditions by signing an individual contract, and the Users of prepaid services - by signing a registration form for the use of prepaid services.

8. Terms other than those provided for in the General Terms and Conditions may be agreed in individual contracts or additional written agreements between Vivacom and the Subscriber, subject to the principles of transparency and equality with respect to the same category of Users and subject to the ECA.

9. The General Terms and Conditions constitute an integral part of the individual contracts concluded between Vivacom and its Subscribers. Any references to a section and / or point shall be considered references to a section and / or point of these General Terms and Conditions, unless otherwise agreed.

10. Upon concluding an individual contract, the Subscriber shall be identified as follows:

10.1. for individuals - by a valid identity document with an entered permanent address on the territory of the Republic of Bulgaria (RB), where the Subscriber is a Bulgarian citizen, and in cases of a foreign citizen residing in the Republic of Bulgaria - with a document indicating a registered address on the territory of the Republic Bulgaria;

10.2. (amended, in force from 29.03.2012) for legal entities and sole traders - with an act of registration in the competent court or the Trade Registry at the Registry Agency, or an act of a competent state body for their establishment and a certificate of good standing (where applicable)), issued by the competent court or the Trade Registry, BULSTAT registration certificate.

10.3. (amended, in force from 25.05.2018) Upon the conclusion of the individual contract, if necessary, Vivacom may require other documents for identification of the Subscriber, in compliance with the provisions of the applicable law and these general conditions.

11. (amended, in force from 01.09.2023) p. 11. During and on the occasion of the conclusion and performance of an individual contract with a user who is an individual, Vivacom may collect the following personal data as provided for in the Electronic Communications Act:

11.1. For the purposes of identification, ensuring the accuracy of the data, as well as for the prevention of misuse:

- three names, personal identification number and address, and for foreign persons - personal number;
- information necessary for the additional identification of the consumer or end-user when the individual contract is concluded in absentia;

- data on the type, number, date, place and authority of issue of the presented personal document identifying the user;

11.2. User contact details electronically; In addition to contacting the user, Vivacom may use this data to send marketing and advertising messages for its own similar products or services, allowing each user to disagree free of charge and in an easy way at the time of conclusion of the individual contract and thereafter;

11.3. Other data necessary for the provision of the services.

11.4. According to the Electronic Communications Act, when providing services to users – individuals – Vivacom may also process the following data:

- traffic data – data necessary for the provision of electronic communication services, for charging, for the formation of consumers' bills, as well as for proving their authenticity;

- data necessary for the preparation of tax invoices, detailed bills and detailed reports;

11.5. Rights of users – data subjects. Upon and on the occasion of the conclusion of individual contracts and provision of services, Vivacom processes the personal data of users – natural persons, in its capacity of a controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR).

11.6. The processing of personal data by Vivacom is carried out under the supervision of the Commission for Personal Data Protection (CPDP) – Sofia 1592, bul. "Prof. Tsvetan Lazarov" No 2.

11.7. Users – individuals – have the following rights under the GDPR:

- Awareness in relation to the processing of their personal data;

- Access to their personal data, which, however, does not include the right to receive copies of documents or other media with the personal data processed;

- Correction of their personal data if inaccurate;

- Deletion of their personal data;

- Restriction of the processing of their personal data;

- Objection to the processing of their personal data when it is carried out on the basis of a legitimate interest;

- Right to judicial or administrative protection (before the CPDP) in case their rights under the GDPR have been violated.

11.8. Maintains and provides users – individuals – complete and up-to-date information regarding the processing of personal data of users – individuals – in the Privacy and Personal Data Protection Policy at Vivacom ("Policy"), published on www.vivacom.bg, and in case of any amendment to the Policy, Vivacom undertakes to publish its current content on its website. The policy describes:

- the categories of personal data, as well as the relevant purposes for their processing;

- the legal grounds for the processing of personal data;

- information about the source of personal data – in case Vivacom receives data from third parties; - the existence of automated decision-making, including profiling;

- the periods for storing personal data or the criteria for determining them;

- the recipients or categories of recipients of personal data;

- the contact details of Vivacom and the Data Protection Officer appointed by him/her;

- the conditions and ways of exercising the rights under the GDPR, including the right to complain to the CPDP;

- other information provided for in the GDPR.

12. (amended, in force from 29.03.2012) The parties will communicate with each other in writing or by phone or e-mail at the contact numbers and addresses specified in the individual contract.

12.1. Vivacom has the right to send information or notifications to the Subscriber in the form of short messages (SMS or other forms of messages).

12.2. A subscriber may not invoke inability to receive a message or information from Vivacom at the address or number specified in the contract. This clause will apply to short text messages or calls to a Vivacom SIM card only if the latter can prove the receipt of the message or answer to the call.

12.3. The Subscriber / User bears the responsibility and risk when allowing third parties to use the SIM card through which the service is provided. In these cases, all obligations under these General Terms and Conditions and the individual contracts for the use of services related to the notification of the Subscriber/ User by Vivacom are considered fulfilled if the message is sent by short text message or via a SIM card call.

Section II SERVICES PROVIDED BY Vivacom

13. Vivacom provides to its Subscribers:

13.1. (amended, in force from 10.05.2021) all mobile electronic communication services in compliance with the applicable standards and technological capabilities of the mobile terrestrial networks (Services), in accordance with the trade policy of Vivacom, based on a tariff plan or additional package that allow the use of Services and in the presence of a compatible end device and a compatible SIM card. The specific choice of the service package is determined by each Subscriber upon signing the individual contract;

13.2. (amended, in force from 29.03.2012) Vivacom also provides to its Subscribers and Users:

13.2.1. (amended, in force from 10.05.2021) Free access to emergency call services to the Emergency Medical Department, the National Police Department and the National Fire and Emergency Safety Department. Vivacom will not provide access to emergency call services after the date of termination of the contract or after the expiration of the term under 140.2. In case of emergency calls to national numbers and to the single European emergency number "112", Vivacom provides the operator of 112 with information about the location of the calling end user, according to the criteria defined by the law. Damage to the company's network, overloading and planned interruptions for the purpose of building and / or maintaining the Network may be an obstacle to access to emergency call services.

13.2.2. Access to telephone reference services, under conditions specified in the price list, relating to subscriber numbers, codes for automatic domestic and international dialing, prices and other similar information related to the provision of electronic communication services through the Network;

13.2.3. International electronic communication services. If it has concluded agreements with foreign operators, Vivacom provides its Subscribers with the opportunity to use services through the networks of foreign operators (roaming);

13.2.4. Access to Value Added Services - Vivacom may commercially provide the use of its Network to value added service providers.

13.3. (effective from 10.05.2021) Means for monitoring use costs, including:

13.3.1. reference tool on the official website and mobile application of Vivacom;

13.3.2. by a call to a customer service phone number;

13.3.3. monthly bill (invoice);

13.3.4. detailed extract (detailed statement) from the invoice if there is technical possibility and under conditions specified in the Price List of Vivacom.

14. Detailed information about the different types of electronic communication services offered by Vivacom through the Network, as well as on the conditions, prices and the manner of their provision, shall be provided by Vivacom upon the conclusion of the individual contracts. Vivacom may expand the scope of the provided services by promptly notifying its Subscribers through the mass media and / or the authorized distributors of Vivacom.

14.1. The Subscriber / User choose to activate or deactivate roaming services provided by Vivacom at any time by calling a customer service number. This type of activation and deactivation will be considered a valid amendment to the contract concluded between the parties. The service will be activated and deactivated after the provision of the identification code / name of the Subscriber / User. The parties agree that Vivacom will have the right to record the request for activation or deactivation and to keep the record until the expiration of the period within which claims for activated services may be filed.

15. Vivacom may:

15.1. (amended, in force from 10.05.2021) provide access to the Network and services provided through it upon the purchase of prepaid service packages by the Users. The services within the scope of the prepaid package are determined in accordance with the standards, specifics and capacity of the Network and the type of package purchased. The price for the used services shall be paid upon the purchase of the package according to the price list of Vivacom.

15.2. determine price packages for services, subjecting their use to certain conditions and ensuring the right of the Subscriber to use other services outside the package.

16. In order to ensure the possibility for the use of services provided through the Network and services under item 13.2.3, Vivacom provides its Subscribers / Users with numbers from the national numbering plan, which are provided and used in accordance with the following rules:

16.1. Subscribers / Users do not acquire the provided numbers;

16.2. the numbers provided may not be the subject of a trade offer;

16.3. the numbers provided may be changed as a result of a legislative change, an act of a governmental body or changes in the organization and structure of the network and the services provided. In these cases, Vivacom shall do everything possible to minimize the difficulties and costs for the Subscribers / Users;

16.4. the numbers provided cannot be used by the Subscribers / Users for the provision of services, unless explicitly agreed to by Vivacom;

16.5. after the termination of the contract Vivacom has the right to provide the number to another Subscriber / User.

16.6. the numbers provided may be transferred only in cases of reorganization of the legal entity to which they have been provided.

17. (amended, in force from 10.05.2021) Vivacom offers specialized plans for people with disabilities, the information about which is available and updated on vivacom.bg, section Useful links, and in the store network of the company. Vivacom recommends to its subscribers to download the information about the specialized plans for people with disabilities when concluding a contract under these General Terms and Conditions for the purposes of documentation, future references and unaltered reproduction.

17.1.1. Additional services

17.1.2. The TV GO service provides access to various real-time radio and / or television programs and other audio-visual products and functionalities, for a certain monthly or one-off subscription price.

17.1.3. In addition, the TV GO service and its platform provide the opportunity to request content and services against payment of a one-off price or a separate subscription fee for a certain period. These additional services are described in the service contract or are announced by Vivacom in another appropriate manner.

17.1.4. Ordering and / or subscribing to some of the additional services can be carried out through an interactive menu managed by the User through the application provided by Vivacom, and through the username and password with which he has registered in it or in other ways announced by Vivacom.

17.1.5. Vivacom has the right to change the content of the provided packages of television programs, as well as the number and type of video content in the packages of the Video on Demand platform. Vivacom will notify the User of the changes through its website and promotional materials.

17.2. Conditions for availability and compatibility of the TV GO service

17.2.1. Vivacom provides users with up-to-date information on the technical requirements for the regular operation of the application for access to the service, the necessary connectivity and equipment that the user needs to have.

17.2.2. This information is published and updated on the Vivacom website.

17.2.3. The TV GO service is based on the distribution of a streaming signal over the Internet, which ensures accessibility to the service within the territory of European Union Member-states, wherever the user has mobile and / or fixed access to high-speed Internet provided by his provider.

17.2.4. The minimum parameters of broadband connectivity, which can maintain the required speed for the exchange of information flows, are described on the Vivacom website.

17.2.5. Depending on the connectivity technical parameters, it may not be technically possible to provide only part of the packages or part of the content distributed through the platform.

17.2.6. Some of the functions of the service (such as swipe - transfer of the signal from the used mobile device to a TV set and vice versa) are available only when using another specified Vivacom service (such as Vivacom IPTV), according to the characteristics of the service specified in the contract and / or on Vivacom's website.

17.2.7. The service can be used on several, limited in number, terminal devices, according to the conditions specified in the contract and / or on the Vivacom's website. The user may change the end devices registered by him within the maximum number allowed, at his discretion.

17.3. Restrictions on the use of the TV GO service.

17.3.1. The user is prohibited from reselling or providing in any form the use of the TV GO service and / or the application provided by Vivacom, to third parties.

17.3.2. The user is not allowed to resell, broadcast or allow the program to be broadcast at places with public access, or to use the TV GO service in any way for commercial purposes, and shall ensure that it will be used in restricted areas intended for permanent use by specific individuals.

17.3.3. By requesting the TV GO service, the User agrees and accepts that the TV GO service will not be used on public locations or places, including hotel lobbies, bars, restaurants or public squares, as well as any premises or places operated for commercial purposes or such that have a social or other public purpose that involves public and / or mass distribution, including hotels, motels, boarding houses, prisons, hospitals, private clinics and other similar functional

structures (any "place inhabited by many people") that receive TV channels, video content and applications included in the TV GO service.

17.3.4. The user is not allowed to record any content provided through the TV GO platform on other devices and / or media, or to modify and redistribute it in any way.

17.3.5. The TV GO service is intended for use in Bulgaria and for temporary residence in other EU Member –States of a User permanently residing in Bulgaria, in compliance with Regulation (EU) No. 2017/1128 of the European Parliament and of the Council of 14 June 2017. For users who do not reside permanently in Bulgaria, the service may be limited to country-wide access. If there are justified reasons to assume that a user has changed his permanent residence outside Bulgaria, the service may be limited.

17.3.6. The availability of the TV GO service depends on the parameters of the Network at the specific time and place of use of the Service. Vivacom does not limit, but does not guarantee the possibility for access and quality of the service, where it is used from the territory of other EU member-states.

17.3.7. When the TV GO service is used on the territory of other EU Member-States, fees may be applied to the users due to the access and use of the TV GO service by the operators of electronic communications networks used to access TV GO.

17.3.8. The use of the TV GO service outside the EU is prohibited. If such use is established, the subscription for the service may be terminated by Vivacom, according to the terms of the latter.

17.4. Suspension and termination of the TV GO service

17.4.1. Suspension of the provision of the TV GO service: Vivacom reserves the right to suspend its provision in the following cases:

17.4.2. Planned preventive repairs or events aimed at optimizing the quality parameters of the TV GO service and emergency repairs;

17.4.3. Damage or interference in the network for distribution of television programs until the elimination of the damage or disturbance and / or interruption of the power supply of the regional or national electricity network until the power supply is restored;

17.4.4. In case of force majeure - until the elimination of the relevant event;

17.4.5. When the User uses the TV GO service in a way that hinders or interferes with the normal work of other Vivacom users or causes them damage;

17.4.6. When a television program is not accessible from the Vivacom Network until such access is provided;

17.4.7. When the User provides the TV GO service to third parties or commits another violation of the restrictions specified in these General Terms.

17.5. With regard to the opportunity to request content through the Video-on-Demand platform, Vivacom may limit the additional request for such content above a certain volume and value at its discretion.

17.5.1. In case of temporary suspension of the TV GO service due to reasons for which Vivacom may be held responsible, for a period longer than 8 hours, the monthly subscription fee due by the User for its use is reduced by the proportional part of the subscription fee corresponding to the days the TV GO service was not provided. In these cases, one month is considered to have 30 (thirty) calendar days. This point is applicable only if the User has notified Vivacom that he has not been able to use the TV GO service.

17.5.2. Vivacom does not provide any other guarantees other than those expressly provided for herein, regarding information, content, services, operation and access to the service.

17.5.3. Vivacom is not responsible for the content of retransmitted content provided by third parties.

17.5.4. Vivacom shall not be liable if in case of violations of the operability of the software or technical provision of other operators on the Internet or of the telecommunication connections in the country, a registered User cannot use the possibilities of the services provided on the Vivacom Portal partially or completely.

17.6. Intellectual Property

17.6.1. The content of the TV GO service and the application for access to it are subject to intellectual property rights of Vivacom or third parties.

17.6.2. Content includes, but is not limited to, any text, images, music and audio-visual works, design, logos, layout, technology, and so on.

17.6.3. The trademarks, logos and names used in the TV GO service are the intellectual property of their relevant owners.

17.6.4. The service is intended for use only on the territory of the Republic of Bulgaria and for temporary residence in another EU Member-state.

17.6.5. Vivacom is the sole holder of the right to distribute sound recordings and audio-visual works through the Service. Any copying and distribution of the recordings and audiovisual works, insofar as not expressly permitted in these General Terms and Conditions, constitutes a violation of the Copyright and Related Rights Act and other applicable regulations and is subject to the relevant sanctions.

17.6.6. Vivacom grants only a non-exclusive, non-transferable right for personal use, including the reproduction of the content only on devices for personal use, and no rights other than those for personal use are granted.

Section III Number transfer procedure(s)

18. Vivacom grants the right to each Subscriber or User from the domain of portability of mobile numbers, in compliance with the requirements of these general terms and conditions, to transfer their number from / to the network of Vivacom or another provider from the domain of portability of mobile numbers.

19. The portability of number/ s shall be applied only to the numbers from the National Numbering Plan, provided for use to Vivacom or to another enterprise of mobile networks or services, according to the requirements of the current legislation. Procedure for number/ s transferring from the Vivacom network

20. (amended, in force from 10.01.2013) The Subscriber / User submits to the Receiving Provider, its authorized distributor or sales representative a written application for portability of number(s) in a standard form, containing the mandatory details agreed between the companies of the Subscriber or User of Vivacom mobile services. The method of submitting an application to the receiving provider is described in the General Terms and Conditions for Relationships with the latter's users.

21. (revoked in force from 04.09.2022)

22. (amended, in force from 04.09.2022) All numbers in the application must be active in Vivacom network at the time of submission of the application or be closed during the last month at the initiative of the subscriber/user in accordance with paragraph 143.

23. (amended, in force from 10.01.2013) Vivacom may reasonably refuse to transfer number(s) to the receiving provider in the following cases:

23.1. (amended, in force from 04.09.2022) Before submitting the portability application, the number shall be non-existent or not made available to a subscriber or user of Vivacom; the refusal of the preceding sentence shall not apply where the subscriber/user has not waived the right to portability under item 143.;

23.2. Vivacom has already received another application from a receiving provider for porting the same number(s), the procedure for which has not yet been completed;

23.3. the data provided by the receiving provider for the Subscriber / User are incomplete and / or inaccurate:

- a) for individuals - the full name and personal identification number;
- b) for legal entities or individuals - sole traders - name and relevant identification code;
- c) for foreign persons - names and personal number or number of a valid identity document;
- d) for organizations that do not have the status of a legal entity - the relevant identification code and the full name of the representative.

24. (amended, in force from 10.01.2013) In case of a submitted application for portability of multiple numbers, the grounds for refusal shall be assessed in respect of each individual number included in the application for portability. With regard to the number(s) of the same portability application, for which there are no reasons for refusal, the portability procedure shall continue if there is an explicit consent of the Subscriber, duly noted in the portability application.

25. (amended, in force from 10.01.2013) Withdrawal of the application for number portability may be submitted to Vivacom until the day preceding the date set for number transfer. Withdrawal of the application for number portability may be submitted to Vivacom also when the subscriber has used the opportunity under item 32a.1.b. within the term set for it.

26. (amended, in force from 10.01.2013) In case of failure to eliminate the deficiencies in the submitted application or withdrawal of the application for number portability in due time, it will be considered that the User has withdrawn the request for termination of the contract for use of services with Vivacom. In cases of remediable reason for withdrawal, the contract of the Subscriber / User is considered extended until the termination of the procedure with a written refusal for portability or until the actual implementation of the portability process, regardless of the notice of termination, and this extension cannot be considered as a basis for accrual of additional penalties beyond those agreed in the contract between the Subscriber and Vivacom or in the General Terms and Conditions of Vivacom.

27. (amended, in force from 04.09.2022) The subscriber's contractual relationship with Vivacom shall be terminated by closing the account and disabling the subscriber's access to the network of the enterprise. In case the subscriber/user wishes portability of part of individual numbers or part of a group of numbers provided to him by Vivacom under a contract, the contract will not be terminated in respect of the numbers remaining in Vivacom network. By disabling access to Vivacom network the contract with the subscriber for the specific ported number is considered terminated. Upon successful porting of a number from Vivacom network and upon request, Vivacom will refund the remaining credit to users using prepaid services. For that refund Vivacom shall charge a fee according to the Enterprise Price List.

28. Vivacom will inform its Subscribers / Users in case they make outgoing calls to the numbers initially provided to it by the National Numbering Plan, ported to networks of other providers by means of a sound signal lasting 3 seconds and an additional period of 2 seconds following the sound signal, which allows the Subscribers / Users to choose to either end or make the call. Further information about the way of informing, as well as the content of such information and its purpose are published on the Vivacom website.

29. (amended, in force from 29.03.2012) Vivacom provides an opportunity for deactivation of the information under item 28 at the request of the calling Subscriber / User, where deactivation shall be allowed only for all calls to ported numbers from the network of the donor provider.

30. A subscriber who has ported his number from the Vivacom network is obliged to pay all obligations related to the use of the ported number(s), which have arisen after the date of submission of the application for number(s) portability.

31. Vivacom ensures equality of the Subscribers and Users who have used or have expressed a desire to use their right to port a number, and its own Subscribers and Users, as well as Subscribers and Users who have expressed a desire to continue to use the additional services after porting the number(s) to another provider and the Subscribers and Users who use only these additional services on the basis of a concluded contract. Procedure for porting number/s in the Vivacom network

32. (amended, in force from 04.09.2022) The subscriber/user submits an application to Vivacom in person or through a proxy according to the model for portability of the number(s) in Vivacom network. The application may be submitted in the business premises of the enterprise, respectively its explicitly authorised distributors or trading partners, as well as by electronic means, subject to technical opportunity and arrangement with Vivacom. When submitting an application for portability by electronic means, the latter should be signed with a qualified electronic signature or other electronic signature agreed between Vivacom and the applicant. When submitting the application, the applicant should provide an identity document certifying the correctness of the data in the application and proving the right to submit the application, respectively a power of attorney certifying the representative authority of the applicant. In addition, for legal entities and sole traders – a certificate of state of play issued by the Commercial Register to the Registry Agency (for traders) or by the court of registration (for other legal entities) not earlier than one month before the application for portability is submitted.

32a. (effective from 10.01.2013)

1. The applicant shall explicitly state in writing his willingness to initiate the portability procedure:

- a) from the moment the portability application is submitted;
- b) 7 calendar days after the submission of the portability application.

32a.2. If the subscriber has not indicated when he wants the portability procedure to start, it will start according to item 32a.1.b.

32a.3. (new, effective from 04.09.2022) The applicant may request a specific portability date within the applicable portability period. If his/her chosen date is within the time limit set out in item 32a.1.b., portability shall be started in accordance with item 32a.1.a.

32b. (effective from 10.01.2013) When the subscriber has applied for porting of multiple numbers, Vivacom shall accept an individual application for portability for each individual number, separate applications for numbers specified by the Subscriber / User or a single application for all numbers, at the discretion of the Subscriber/ User.

33. The application represents an authorization for Vivacom to perform the necessary actions for the termination of the relations between the Applicant with the donor provider.

34. The application may include an explicit authorization in a simple written form by the Subscriber to Vivacom to make the payments due to the donor provider on behalf and at the expense of the Subscriber.

35. (amended, in force from 04.09.2022) If the application is submitted by a proxy of the Applicant, the applicant shall be duly authorised in accordance with the requirements of these General Terms and Conditions. If the application is submitted by a successor of the Subscriber/User, the Applicant should present an up-to-date certificate for heirs certifying his/her quality. In case of initiated portability process requested by one of the subscriber/User's successors, the procedure shall be carried out in respect of the first application submitted.

36. (amended, in force from 04.09.2022) At that point the company may enter into a contract for the provision of mobile services, which shall enter into force after the successful porting of the number to Vivacom network.

37. A subscriber of a mobile service provider may submit an application to Vivacom for porting number(s), every business day during the working hours of the trade offices of the company, respectively its explicitly authorized distributors or commercial partners.

38. Vivacom shall consider the submitted application for number(s) porting and shall perform coordinated actions with the donor provider, in accordance with a concluded procedure for porting numbers and these General Terms and Conditions.

39. (amended, in force from 10.01.2013) Vivacom may reasonably refuse portability in the following cases:

39.1. the data submitted by the Subscriber or the User in the application are incomplete and / or inaccurate;

39.2. The applicant is incompetent and is not properly represented by a third party;

39.3. (amended, in force from 04.09.2022) The application is submitted by a third party who is not duly authorized by the Subscriber / User or his successor;

39.4. the documents required for the application have not been submitted - a document certifying the representative authority;

39.5. The Subscriber or the User has not paid a one-time user fee for number portability, in case such is due; 3

9.6. any of the generally applicable grounds for refusal to provide public telephone service as specified in the general terms and conditions for the relations with the end users of Vivacom, are present.

39a. (effective from 10.01.2013) In case of a submitted application for portability of multiple numbers, the grounds for refusal shall be considered in respect of each individual number included in the portability application. With regard to the number(s) contained in the same portability application, for which there are no grounds for refusal, the portability procedure shall continue if there is an explicit consent of the Subscriber, as stated in the portability application.

40. (amended, in force from 10.01.2013) Vivacom undertakes to notify the Applicant of the existence of grounds for refusal, which may be established at the time of requesting the porting of the number(s) under items 39.2., 39.3., 39.4., 39.5 and 39.6.

41. (amended, in force from 10.01.2013) For the existence of the other grounds for refusal under items 39.1., 42.1. and item 43.1.2. Vivacom notifies the Applicant after the submission of the information by the Donor Provider. In case the Subscriber / User does not appear in person or through an authorized representative at Vivacom or any of its authorized distributors within the specified period for elimination of deficiencies in the submitted application and / or there are grounds for refusal, it shall be considered that there is a withdrawal of the application and authorization for termination of the contractual relationship with the Donor Provider.

42. (amended, in force from 10.01.2013) The application shall not be considered by Vivacom until the deficiencies are eliminated and the suspension of the procedure cannot be longer than 30 days from the beginning of the portability procedure:

42.1. in case the donor provider has reasonably refused the portability due to incompleteness / inaccuracy of the data specified in the application sent by Vivacom:

- a) for individuals - the full name and a personal identification number;
- b) for legal entities or individuals - sole traders - name and relevant identification code;
- c) for foreign persons - names and personal number or number of a valid identity document;
- d) for organizations that do not have the status of a legal entity - the relevant identification code and the full name of the representative;

42.2. in the cases under items 39.1., 39.2., 39.3, 39.4. and 39.5.

43. (amended, in force from 10.01.2013) 1. Vivacom terminates the procedure with an explicit written refusal:

43.1.1. In case of failure to eliminate the shortcomings under item 42. within the term specified in the same item.

43.1.2. in case of refusal by the donor operator for any of the following reasons: a) before the submission of the portability application the number is non-existent or has not been provided to the subscriber or user of the donor provider; (b) the donor provider has already received another application from a receiving provider for portability of the same number, the procedure for which has not yet been completed;

43.1.3. in case of refusal by Vivacom under item 39.6.

43.2. The refusal to port number/ s shall be considered a withdrawal in respect of the authorization under item 33 and item 34 of the General Terms and Conditions.

44. (in force from 10.01.2013) In the case the grounds for refusal can be remedied, the contract of the Subscriber / User is considered extended until the termination of the procedure with a written refusal for portability or until the actual implementation of the portability process, regardless of the notice of termination. This extension cannot be considered basis for accrual of additional penalties beyond those agreed in the contract between the subscriber and the Donor Provider and / or in the General Terms and Conditions of the Donor Provider.

45. (amended, in force from 10.01.2013) In case the submitted application meets all the requirements of these general terms and conditions, Vivacom shall complete the procedure for portability of the number(s).

46. (amended, in force from 10.01.2013, previous item 45) All paper documents related to the submitted application shall be processed and may be replaced, amended and received only in the trade center where the portability application was filed initially.

47. (amended, in force from 10.01.2013, previous item 46) Upon the submission of an application for porting number(s), Vivacom undertakes to notify the Applicant about the prices and conditions for porting, including:

47.1. the grounds for refusal for number portability;

47.2. reasons for delaying the portability and its implementation after the set end date of porting, as well as for the new porting date that has been set;

47.3. portability window and the inability to access the network during this period

47.4. the possible deterioration in the quality of the electronic communications service on the day of porting;

47.5. the porting of the number of Users using prepaid access to services may be related to impossibility to use the entire prepaid credit;

47.6. for the possibility to lose incoming short text messages /SMS/ or multimedia messages /MMS/, which have not been downloaded, until the process of number portability is completed;

47.7. Subscribers / Users have the opportunity to keep or change the type of their account - subscription or prepaid services with the receiving provider;

47.8. the possibility of porting numbers associated with a single SIM card (multiple MSISDN), such as different numbers for faxing and data transmission, where Subscribers / Users are guaranteed the ability to port numbers used for voice services;

47.9. possible loss of additional services used by the Subscriber / User after porting the number.

47.10. (amended, in force from 10.01.2013) when the subscriber uses additional services, other than mobile telephone service or services in a price package, including mobile telephone service by the Donor Provider, the possibility for the subscriber / user to continue to use part or all additional services in the price package used before the number portability, according to the General Terms and Conditions of the Donor Provider.

48. (amended, in force from 10.01.2013, previous item 47.) The applicant may withdraw his application to Vivacom for number/ s portability no later than the end of the last business day preceding the date on which the portability procedure shall be implemented. Withdrawal of a portability application to Vivacom: The applicant may withdraw the application only in the same trade center where he submitted the portability application in the first place. Upon withdrawal of the application for number(s) porting the Applicant shall:

48.1 provide the original application for number(s) porting and the concluded provisional contract;

- 48.2 (amended, in force from 29.03.2012) return the supplements to the services, devices and / or items provided with the requested service plan, which have been provided to him upon the submission of the application for number porting or pay their monetary equivalent, if their return has become objectively impossible;
49. (amended, in force from 10.01.2013, previous item 47a.) Within the seven-day term under item 32a.1.b, where applicable, the Applicant may also withdraw the submitted porting application.
50. (amended, in force from 10.01.2013, previous item 48.) Upon withdrawal of the number/ s porting application, the procedure for number/ s porting shall be terminated.
51. (amended, in force from 10.01.2013, previous item 49.) The contract between Vivacom and the Subscriber shall enter into force on the day of the successful porting of the number/ s in the Vivacom network, and the relations between the Subscriber and Vivacom after the implementation of the portability procedure shall be settled in accordance with the provisions of the concluded individual contract and these General Terms and Conditions.
52. (previous item 54) The deadline for realization of portability shall not exceed 2 working days from the start of the transfer procedure or from the elimination of the defects in the application in the cases of suspension of the procedure under item 42 and includes a Portability Window not more than 5 hours. That period may be extended for as long as there have been technical problems.
53. (previous item 54a) Subscriber/User may file a claim for compensation with Vivacom, as a receiving provider, within two months from the date of submission of an application for transfer. The request shall be considered within 30 days, and if necessary, the donating provider shall be informed of the compensation request.
- 54a. (new in force from 04.09.2022) A subscriber/user may apply for compensation to Vivacom as a receiving supplier within two months from the date of submission of an application for port-in. The request shall be considered within 30 days and, if necessary, the donor shall be informed of the request for compensation.
- 54b. (new in force from 04.09.2022) The compensation of the subscriber/user is due for each number and may take the form of a monetary amount, provision of services or a discount on a monthly subscription to services of the same value, or another equivalent method of compensation agreed between Vivacom and the subscriber/user in cases where:
- 54b.1. the number is not ported within the deadlines set out in these General Terms and Conditions, and for each day of delay the compensation amounts to not less than BGN 2, equivalent in services or respectively in discounts from the monthly subscription;
- 54b.2. the number is ported without the consent of the subscriber/user, and for each day until the date of the return of the number the compensation amounts to not less than BGN 2, equivalent in services or respectively in discounts from the monthly subscription;
- 54b.3. in case of non-compliance with the portability window set out in these General Terms and Conditions, and for each day of delay the compensation amounts to not less than BGN 2, equivalent in services or respectively in discounts from the monthly subscription.
- 54c. (new in force from 04.09.2022) The specific amount of compensation is indicated in the Price List of Vivacom.
- 54d. (new in force from 04.09.2022) Upon satisfaction of a request for compensation by Vivacom, the specific method of compensation shall be agreed between the subscriber/user and Vivacom.

Section IV SUBSCRIBER / USER RIGHTS

55. (new, in force from 29.03.2012) Within 7 days from the signing of the individual contract the Subscriber has the right to unilaterally terminate his contract with Vivacom, without paying any penalties under it, unless:
- The subscriber has explicitly stated a written desire for his contract to enter into force immediately;
 - upon signing the contract, Vivacom provided the Subscriber with a terminal device;
 - the contract is signed for Number/ s, in connection with which an application for portability to the Vivacom network has been submitted. In this case, the special rules set out in Section III of these General Terms and Conditions apply.
56. (amended, in force from 25.05.2018) Without the prior consent of the Subscriber / User, the sender may use the contact data obtained in a trade transaction for the provision of products and services, by sending a message for marketing and advertising of its similar products or services, in which case the Subscriber / User is provided with the opportunity to express disagreement at the time of the transaction; or to freely and easily disagree to the future receipt of such messages, when this is not done at the time of the transaction.
57. The Subscriber has the right to change his subscription plan, to use additional services or to cancel certain services offered by Vivacom. These changes will be the subject of a separate agreement;
58. The Subscriber / User has the right to receive from Vivacom information related to the services used by the Subscriber / User, as well as to submit complaints, requests and proposals and to receive responses to them within the term under item 134;
59. The subscriber may request in writing the free inclusion of his name, address and telephone number in a publicly accessible directory prepared in a printed or electronic form or providing reference information related to him, change or deletion of already entered data, and the provision and use of such information for marketing research. At the Subscriber's written request, additional data about the Subscriber may be entered in the telephone directory, such as information about other persons using the subscriber number, additional telephone numbers used by the Subscriber, fax number, e-mail address, website, profession, title, subject of activity (for Subscribers who are legal entities and sole traders), advertising text, square and banner, logo, trademark and others. Additional entries are made for a fee.

59.1. Vivacom subscribers who have explicitly expressed their written consent thereto, have the right to have some or all of their data included in telephone reference services without paying for it. The data for the Subscribers include name (personal, middle and surname) or company, address and number of the Subscriber.

59.2. The end users of Vivacom, who use prepaid cards, may request the inclusion of their data in the databases necessary for the implementation of the telephone reference service. The inclusion of this data may be made for a fee.

59.3. Subscribers have the right to request an index "*" next to their name, which indicates their wish that their data published in the telephone directory be used for the purpose of receiving printed and electronic advertising materials or unsolicited commercial communications, as well as for organizing and conducting marketing research. Subscribers have the right to regulate the time during which this can be done, as well as the type and nature of messages and the manner of their transmission.

59.4. The provisions of Ordinance No. 5 of 05.12.2009 on the terms and conditions for issuing telephone directories, including the work with databases, their transfer and use, as well as the provision of telephone directory services, Prom. SG. No. 1 of 4 January 2008. shall apply to all unresolved issues regarding item 59.

60. The subscriber has the right to request a change of his telephone number against additional payment of a fee, according to the Vivacom Price List and provided that the desired number is free and technologically accessible.

61. The Subscriber has the right to receive a detailed statement from each invoice under the conditions specified in the Vivacom Price List. The detailed statement shall be sent to the Subscriber within 7 days from the receipt of a written request.

62. The Subscriber / User has the right to refuse identification of the line when redirecting a call to him, provided that this is technically possible.

63. The Subscriber / User has the right to refuse forwarded calls from his terminal device, when this is technically possible.

63a. (effective from 27.11.2012) The Subscriber / User has the right to limit the outgoing calls to Value Added Services. Subscribers can request activation or deactivation of the service Restricting phone calls 123. Restrictions on the following types of services are possible:

63a.1. calls to Services with added value for televoting - numbers of the type 0901;

63a.2. calls to Services with added value for gambling - numbers of the type 0902;

63a.3. calls to Value-added "adult" services - numbers of the type 0903;

63a.4. calls to all other Value Added Services - numbers of the type 0900; 63a.5. Calls to all Value Added Services - 090 numbers (include 63a.1, 63a.2, 63a.3, 63a.4)

64. The Subscriber has no right to transfer to third parties any rights and obligations under the contract without the express written consent of Vivacom.

Section V OBLIGATIONS OF THE SUBSCRIBER / USER

65. The Subscriber / User undertakes to comply with the provisions of the General Terms and Conditions, the individual contract, as well as any additional agreements between him and Vivacom.

66. The Subscriber is obliged to pay the amounts due for the provided telephone services in compliance with the General Terms and Conditions, the contract and the Price List of Vivacom, within the required terms.

67. The Subscriber / User undertakes to use only terminal devices that meet the requirements of item 73.2 and item 73.3, otherwise he shall be held responsible for the damages caused to Vivacom and / or third parties.

68. The Subscriber is obliged to notify Vivacom in case of changes in the data presented at the conclusion of the individual contract within 7 (days) from the occurrence of the change, by providing the new data.

68.1. (amended, in force from 10.05.2021) The user of a prepaid service undertakes to provide Vivacom with the following personal data:

- individuals - the full name, personal identification number, respectively personal number and passport number or other equivalent identity document;

- for foreign individuals without a personal number - passport number or other equivalent identity document;

- for legal entities and individuals - sole traders - name, seat and registered address and relevant identification code;

- for minors who do not have an identity document, the data of their legal representatives are collected.

68.1.1. (effective 13.11.2009) Data shall be provided:

68.1.1.1. (effective from 13.11.2009) personally by the User in each trade center of Vivacom, of an explicitly authorized distributor or trading partner or in an electronic form, signed by the User with an advanced or universal electronic signature;

68.1.1.2 (in force from 13.11.2009) filled in personally by the User.

68.1.2. (effective from 13.11.2009) The data may also be provided by a proxy who has an explicit notarized power of attorney for this purpose.

69. The Subscriber / User undertakes not to make and not to allow any disturbing, threatening or insulting calls or other forms of communication, as well as false calls to the emergency medical services, the National Police Department and the National Fire and Emergency Safety Department from his terminal and / or SIM card;

70. The Subscriber / User undertakes, except with the express written consent of Vivacom, not to perform and not to allow any actions:

70.1. related to the generation, termination or transit of traffic from / to / in the Vivacom network for the purpose of making a profit by the Subscriber or another person other than Vivacom;

70.2. for the purpose of initiating calls and making calls in a way that harms the rights and interests of Vivacom.

71. (amended, in force from 01.09.2023) In case of loss or theft of the terminal device and/or SIM card, the Subscriber undertakes immediately, but not later than 48 hours, to notify verbally on the telephones for work with clients or in writing Vivacom in order to suspend the access to the Network, and the Subscriber shall not owe payment for the services used after the moment of notification. Otherwise, the Subscriber owes the price of all services used. If the Subscriber does not request reimbursement of the service within 5 working days of the written notification, Vivacom may consider the contract unilaterally terminated without notice, which does not relieve the Subscriber of the obligation to pay all amounts due.

72. The Subscriber / User shall, upon the request of Vivacom, submit any documents other than those specified in item 10, in order to exercise rights and fulfill obligations under the General Terms and Conditions and the contract, where this requirement shall comply with the applicable legislation and these General Terms and Conditions.

73. In order to use the services provided through the Network, the Subscriber / User shall:

73.1. have a valid SIM card registered in the database of the Network;

73.2 use only terminal devices, with confirmed conformity and placed on the market according to the current legal regulations;

73.3. use the terminal devices under item 73.2 above only in accordance to their purpose and the manufacturer's instructions.

Section VI SUBSCRIBER / USER LIABILITY

74.1. The Subscriber is liable to Vivacom for any delay in the payment of amounts due for the services provided under these General Terms and Conditions.

74.2. The Subscriber / User is responsible to Vivacom:

a) for culpable damages to the Network, as a result of the use of terminal devices that are faulty or the parameters of which do not comply with the current regulations in accordance with item 73.2;

b) in the cases under item 70 above;

c) for all direct and immediate damages suffered by Vivacom as a result of the actions of the Subscriber or while using his SIM card.

Section VII RIGHTS OF Vivacom

75. Vivacom has the right to receive all amounts due by the Subscribers for the use of the provided services within the required terms.

76. Vivacom has the right to offer discounts for the sale of packages of services or services and terminal devices.

76a. (effective from 10.05.2021) Vivacom has the right to demand deposits and other financial guarantees from the Subscriber. The rules for their determination and the conditions under them are determined in the Credit Assessment Policy of Vivacom. The credit assessment policy is published on the official website of Vivacom vivacom.bg, General Terms and Conditions section, Other section.

77. Vivacom has the right to refuse the conclusion of a contract with a certain User, if he has any outstanding obligations to Vivacom, arising from other contracts for electronic communication services concluded between the parties or as a result of a credit assessment.

77.1 (new, in force from 29.03.2012) Vivacom may refuse to conclude a contract if the Subscriber does not wish the contract to enter into force immediately, if pursuant to the contract Vivacom provides a terminal device.

78. Vivacom has the right to change the numbers of the Subscriber with a 30-day written notice, when a legal or individual administrative act so requires, as well as in the cases of structural changes in the Network.

79. (amended, in force from 07.05.2013) Vivacom has the right to make changes in the technology or structure of the Network and to expand the scope of the provided services, for which it shall inform the Subscribers/ Users in an appropriate manner. Upon the conclusion of a contract, Vivacom provides information on the coverage of the network, which can also be found on the company's website. With regard to legal entities - subscribers, Vivacom has the right to make changes in the technology or structure of the Network and to expand/ limit the scope of the services provided, respectively with a 2-day / 30-day notification to the Subscribers / Users. If, as a result, the terminal device and SIM card used by the Subscriber / User do not allow full use of the new services, the replacement of the terminal device and / or SIM card with a new one shall be made at the expense of the Subscriber / User.

80. For the purposes of building and / or maintaining the Network, Vivacom has the right to temporarily suspend the Subscriber / User's connection to the Network, and for this purpose, in case of planned interruptions, it shall notify its Subscribers / Users in an appropriate way 2 days earlier, if as a result an interruption or deterioration of the provided services is expected, violating item 145.

81. Vivacom has the right to restrict the access to some of the services or to terminate the individual contract in the following cases:

81.1. there are sufficient grounds - data collected by Vivacom, leading to the conclusion that the Subscriber carries out or allows for of traffic for the purpose of making a profit, including in the cases under item 70.

81.2. (amended, in force from 01.09.2023) If the Subscriber has not paid in time his obligations to Vivacom, in which case Vivacom has the right to immediately limit the services by providing an appropriate additional period for performance not less than 30 days, after the expiration of which the contract may be terminated if the Subscriber has not paid the obligation within the additional period provided.

81.3. (amended, in force from 01.09.2023) In case of established violations of contractual obligations by the Subscriber to Vivacom, in case the Subscriber has not ceased the violation within 18 appropriate period specified by Vivacom
81.4. investigation, carried out on the basis of a written complaint, for illegal actions and / or threatening or insulting calls or other forms of communication, made through the SIM-card of the Subscriber or the User.

81.5. (amended, in force from 10.05.2021) where a User of a prepaid service does not provide the data identified according to item 68.1., the prepaid service is not provided, and if it is being provided - it will be suspended. Within the period until the expiration of the term / period of validity of the prepaid service, Vivacom renews or activates the service only after providing the identification data.

82. (amended, in force from 29.03.2012) Vivacom has the right to compile a directory in which, upon the explicit written consent by the Subscriber, it will enter the data under item 59, except for data for which the Subscriber has stated in writing that he does not wish to provide it, as well as to provide third parties with the information included in the directory, with the express written consent of the Subscriber.

83. Vivacom reserves the right to set additional conditions upon the conclusion of contracts with the Subscribers, unless it contradicts the legal regulations.

84. Pursuant to these General Terms and Conditions Vivacom has the right to request the Users or Subscribers to present additional documents or information related to the exercise of rights or ensuring the fulfillment of obligations under the General Terms and Conditions or the contract, and this requirement shall not contradict the applicable law or of these General Terms and Conditions.

84.1. Vivacom has full access to the CLI information regardless of the settings entered by the Subscriber.

84.2. Vivacom may temporarily cancel the settings made by the User in the following cases:

84.2.1. in case of disruption of the functioning and / or control of the network or its elements;

84.3. After restoring the normal functioning and / or control of the network, Vivacom restores the settings made by the User.

85. Vivacom has the right to authorize third parties, such as its sales representatives, to enter into contracts and/ or collect receivables, and these circumstances will be made public in advance by publishing them on the Vivacom website.

86. (amended, in force from 25.05.2018) The processing of personal data for a credit assessment aimed at determining the solvency of the client, as well as for assessing the User for marketing purposes and preparation of subscriber profiles according to their individual preferences, is carried out under the terms of the Privacy Policy.

Section VIII OBLIGATIONS OF Vivacom

87.1. (amended, in force from 29.03.2012) Vivacom undertakes to perform the initial connection of the Subscribers to the Network within 48 hours after the entry into force of the relevant individual contract according to item 55. Upon the provision of a prepaid service, Vivacom shall initially connect Users to the Network within 48 hours of signing a registration form for a purchased SIM card.

87.2. (new, effective from 29.03.2012) Vivacom does not activate the Subscriber's service in case the Subscriber wishes to take advantage of the 7-day deferral period for entry into force of the individual contract signed by him.

88. Vivacom undertakes to ensure the provision of electronic communication services through its Network, including directory services, 24 hours a day, seven days a week, except in cases of force majeure (force majeure circumstances) within the meaning of Art. 306, para. 2 of the Commerce Act, under item 80 and item 91.

88.1 Vivacom also provides the following services to its Subscribers:

88.1.1. Caller Line Identification (CLIP);

88.1.2. Caller Line Identification Restriction (CLIR);

88.1.3. Call forwarding.

88.2 In certain cases where the connection is established using or maintaining limited or incomplete signaling functionality, the called party will receive a message that line identification is not available.

88.2.1. In the case of an international call and the caller's network does not provide caller line identification, the called party will receive an indication that caller line identification is not available.

88.3. Vivacom supports the CLIP service active for all end users free of charge. Vivacom provides CLIP during the call and keeps it unchanged during the call.

88.4. (amended, in force from 29.03.2012) Vivacom provides end users with the opportunity to freely and easily activate the CLIR service for all calls by selecting a code according to a GSM or ETSI standard or activation request.

88.5. Vivacom provides end users with the opportunity to freely and easily activate the CLIR service for each individual call by dialing a code according to the GSM or ETSI standard. Vivacom announces the codes for activation and deactivation of CLIR, which are dialed immediately before the subscriber number or prefix in front of the nationally significant number or the operator selection code for each call.

88.6. Vivacom provides end users with the opportunity to easily activate the Call forwarding service by dialing a code according to the GSM or ETSI standard. Vivacom announces the codes for activating and deactivating call forwarding.

88.7. Vivacom provides its end users the function of the network "termination of receipt of calls forwarded to the end device" free of charge and if it has technical capability for that purpose.

88.7.1 Vivacom provides its end users with the opportunity to activate the network function under item 88.7 by dialing a code according to the GSM or ETSI standard or an activation request.

88.8. Vivacom provides end users with the opportunity to refuse to accept incoming calls.

88.9. Vivacom ensures the display of the following messages on the display of the called subscriber:

88.9.1. "Withheld" or "Private" - when CLIR service is activated by the calling subscriber;

88.9.2. "Unavailable" or "Unknown" - if CLIP cannot be provided for technical reasons.

88.10. In the absence of technical possibility for the fulfillment of the requirements under item 88.9 Vivacom shall ensure the display of an appropriate message to the called subscriber.

88.11. In case of change of the Subscriber's number (at the request of the Subscriber or by Vivacom) Vivacom keeps the settings requested by the Subscriber, unless he has stated otherwise.

88.12. Vivacom undertakes to inform the End Users in an appropriate manner about the specific ways to activate and deactivate the provided CLI and COL services. Vivacom undertakes to inform the End Users in an appropriate manner about the specific technical requirements, if any, to which the end devices need to correspond in order for the Users to be able to use the CLI and COL services.

88.13. In case of expected difficulties or temporary suspension of the provision of CLI services, Vivacom undertakes to inform the end Users in an appropriate way about such circumstances at least two days in advance, if this is objectively possible.

88.14. Vivacom undertakes to use the CLI information only in connection with the operation and control of its network and not to allow third parties any access thereto, except in cases expressly provided by the legislation of the Republic of Bulgaria.

88.14.1. (amended, in force from 29.03.2012) Vivacom undertakes not to use the CLI information for the purposes of direct marketing, as well as for marketing and advertising of goods and services of third parties, except with the express written consent of its Subscribers.

88.14.2. In case of calls to emergency services, Vivacom undertakes to provide the CLI regardless of the settings made by the Subscriber. Vivacom provides CLI, regardless of the settings made by the Subscriber, to the numbers indicated by organizations and departments related to national security and defense, as well as organizations related to activities aimed at combatting disasters, accidents, incidents and for rescue operations with a prior agreement with the CRC. Vivacom provides CLI regardless of the settings made by the Subscriber, in cases of tracking malicious and / or disturbing calls at the request of competent state authorities.

88.14.3. In cases where public organizations engaged in the protection of citizens' rights have explicitly stated their desire to Vivacom to guarantee the anonymity of the caller, Vivacom shall ensure that for all incoming calls to the numbers determined by such organizations CLI shall not be provided, regardless of the settings made by the caller.

89. (amended, in force from 10.05.2021) Vivacom undertakes to build and maintain the Networks and ensure the service quality in accordance with Section XV of these General Terms and Conditions. Upon the conclusion of a contract, Vivacom provides information on the coverage of the Networks, which can also be found on the company's website.

90. Vivacom undertakes to eliminate any damage to the Network within the existing technical and production capabilities.

91. (amended, in force from 29.03.2012) In case of planned interruption in the provision of services through the Network and / or information systems of the company, which are the result of technical and operational issues, Vivacom undertakes to notify its Users in advance by appropriate means (in writing, by short text message or by other applicable means).

92. Vivacom is obliged to announce on its website and in all its business centers the numbers to which users can report damages.

93. At the written request of an interested Subscriber / User and based on his notification, Vivacom undertakes to monitor any disturbing, threatening or insulting calls, as well as false calls to the Emergency Medical Department, the National Police Department and the National Fire and Emergency Safety Department. The establishment of such calls shall be certified by Vivacom in a report and the Users will be informed that in case of repeated violation their access to the Network will be terminated.

94. (amended, in force from 29.03.2012) Vivacom undertakes to ensure the secrecy of electronic communications.

95. Upon the building, maintaining and using the Network, Vivacom undertakes:

95.1 to use and connect to the Network, where it is under its control, only radio equipment and devices with a confirmed conformity, placed on the market in accordance with the applicable regulations;

95.2 to use the radio equipment according to the purpose specified by their manufacturer;

95.3 to use only operational radio equipment;

95.4 not to change the technical parameters of the radio equipment;

95.5. to maintain and use the network in a way that the protection of the environment, life and human health is guaranteed even during regular operation and in cases of malfunction.

95.6. In case Vivacom concludes a contract with third parties for construction and maintenance of the Network, Vivacom remains responsible for the compliance with the technical requirements to be met by the Network and its facilities.

96. Vivacom may, in compliance with the applicable requirements for personal data protection and under all reasonable commercial conditions, enter into agreements for providing directory information about its Subscribers to public operators with which it has concluded contracts for interconnection of networks, provided that that such operators undertake to:

96.1. use the information only for directory services provided to their Subscribers and / or for the purposes of call routing;

96.2. provide Vivacom on a reciprocal basis with access to the directory information about its Subscribers.

96.3. Vivacom ensures equality between the Users of the Network in similar positions, both in terms of payment and other conditions.

97. (new, in force from 29.03.2012) Vivacom provides an opportunity to its Subscribers / Users to receive information about their current usage. The possible ways of obtaining such information shall be announced in an appropriate manner.

98. (new, in force from 29.03.2012) Vivacom controls the measurement of traffic in order to avoid overloading of individual connections in the network, and in the presence of sufficient capacity redirects calls through routes other than those usually used.

99. (new, in force from 29.03.2012) In case of threat or in response to incidents related to the security or integrity of the network, Vivacom shall take all necessary actions to keep the security or integrity of the network.

100. (new, in force from 29.03.2012) Vivacom shall publish in an appropriate manner information related to the use of electronic communications networks and services, in case of proven illegal activities for dissemination of harmful content, indicating, if possible, the means of protection against risks to personal security, privacy and personal data in connection with the service provided by the company.

101. (new, in force from 29.03.2012) Vivacom is obliged to notify its Subscribers about the expiration of their individual contracts not later than 1 month before such expiration.

101.a (new, in force from 24.05.2013) The company undertakes in advance and in an appropriate manner (by short text message - SMS, letter with return receipt, recording a telephone call, e-mail notification to the e-mail address specified by the subscriber etc.) to inform the subscriber that it will take actions for out-of-court collection of his unpaid financial obligations, including where the services of third parties (credit bureaus, debt collection agencies, etc.) will be used for such purpose. The information under the previous sentence must also contain data on the exact amount of the claimed financial obligations, the grounds thereof, as well as for the third party who will collect the receivable.

101b. (new, in force from 01.08.2016) Ensuring access to open internet

101b.1. Vivacom treats equivalent categories of data traffic equally.

101b.2. Vivacom's activities are in line with all regulatory requirements regarding traffic management, maintaining the quality of Internet access and providing access to content, applications and services.

101b.3. The speed and quality of Internet access services depend on the type of technology, the type of device used, the coverage and load of the network, the simultaneous use of the service by several devices, architectural and geographical features and others.

101b.4. Restrictions on access to and / or use of services may be imposed in view of the need for traffic management or additional services requested by the user. Vivacom is not responsible for the deterioration of the services provided, which is due to the hardware and / or software characteristics of the user's end device or parameters of its specific location.

101b.5. Vivacom strictly enforces the EU and national law, which is in line with Union law, relating to the legality of content, applications or services, or public security, including criminal law, which requires, for example, the blocking of certain content, applications or services. Based on these requirements, Vivacom manages traffic in accordance with the requirements of the applicable legislation.

101b.6. (amended, in force from 10.05.2021) Vivacom treats equally all traffic in the provision of Internet access services, without discrimination, restriction or interference, regardless of the sender and recipient, the content accessed or distributed, used, or the applications or services provided and the end devices used. In addition, Vivacom may apply reasonable (transparent, non-discriminatory and proportionate, based on objectively different technical requirements for the quality of services for specific categories of traffic) traffic management measures, including but not limited to:

- blocking IP addresses or certain ranges thereof, where they are known to be sources of violations;
- blocking IP addresses from which an ongoing violation originates or are subject to an ongoing violation encroachment;
- blocking IP addresses / Internet access services that demonstrate suspicious behavior (eg unauthorized communication with network components, change of addresses in order to conceal their identity);
- blocking IP addresses where there are clear indications that they are part of a network of software applications or computers that work offline and are aimed at stealing personal data (bot network);
- blocking certain port numbers that pose a threat to network security and integrity.

These measures do not include monitoring of specific content and do not apply for periods longer than necessary.

101b.7. Vivacom shall not take traffic management measures that go beyond the measures referred to in the second subparagraph (including blocking, delaying, modifying, restricting, interfering with, degrading or discriminating against specific content, applications or services or specific categories thereof), except where necessary and for as long as necessary, in order to comply with certain regulations, acts of state bodies, judicial bodies and other public bodies, as well as to ensure the compliance with measures provided by law; in order to preserve the security and integrity of the network, terminal devices and services provided; to prevent impending network overloading and to mitigate the effects of exceptional or temporary network overload. The traffic management measures taken may affect the privacy and protection of users' personal data in accordance with the applicable law.

101b.8. Traffic management measures may cover the processing of personal data only if such processing is necessary and proportionate to achieve the objectives described. This processing shall be carried out in accordance with Directive 95/46/EC of the European Parliament and of the Council and Directive 2002/58/EC of the European Parliament and of the Council.

101b.9. Vivacom is free to offer services, other than Internet access services, that are optimized for a particular content, application or service, or a combination thereof, where optimization is necessary in order to meet the requirements for content, applications or services for a particular level of quality, in which case it informs the subscribers about the way in which they can affect the Internet access services.

101b.10. In the event of a dispute over the quality of the service, the same shall be established through the monitoring mechanisms approved by the Communications Regulation Commission. Vivacom is not responsible for deteriorating quality of service caused by circumstances beyond Vivacom's control.

Section IX LIABILITY OF Vivacom

102. Vivacom is liable to the Consumers for any culpable non-fulfillment of its obligations due to reasons over which it has control and bears responsibility as follows:

102.1. for overpaid amounts - refunds the amounts;

102.2. (amended, in force from 07.05.2013) In case of interruption of the network service, which lasted more than eight hours a day, Vivacom owes the User compensation in the amount of 1/30 of the monthly subscription fee for each day of is a service interruption. The indemnity shall be reflected in the invoice for the reporting period following the date of submission of a written request for that by the Subscriber, at the latest.

102.3. reimburses to its Subscribers the respective part of the fee under item 109.1, according to the number of days by which the term under item 87 has been exceeded.

103. (new, in force from 29.03.2012) Vivacom owes a penalty to its Subscriber, in case it is duly established that the company has ported its number / numbers without the consent of the Subscriber and / or in violation of the established

procedures for number portability. The amount of the due penalty is paid as a one-time payment and is calculated according to the ratio under item 102.2 of these General Terms and Conditions.

104. Vivacom shall not be liable for damages caused when they are not a direct and immediate consequence of the culpable non-fulfillment of its obligations.

105. Vivacom shall not be liable for damages caused by failed telephone communications.

106. Vivacom shall not be liable for the failure to fulfill its obligations, where such failure is the result of the occurrence of a force majeure circumstance, for the duration of the force majeure circumstance.

107. Vivacom is not responsible for the content of the information and messages transmitted through the Network.

108. (amended, in force from 01.07.2022) Unless otherwise is provided in the current legal framework, Vivacom shall not be liable for the poor quality of services under roaming conditions where this is due to failures in other electronic communications networks.

Section X PRICES, PRINCIPLES OF CHARGING AND PAYMENT FOR SERVICES

109. (amended, in force from 29.03.2012) For the provision of electronic communication services through its Network, Vivacom has the right to collect payments in an amount determined on the basis of the following prices:

109.1. Price for initial connection to the Network, which is paid once, according to the Price List upon the conclusion of an individual contract;

109.2. Subscription fee according to the Price List of Vivacom, according to the selected service package, which is prepaid by the Subscribers every month. The subscription fee is paid on the basis of minutes of phone calls for phone calls made in the country. For international calls, in addition to the duration of the call in minutes, the area in which the country to which the call takes place is also taken into consideration. For the period from the conclusion of the contract to the date of the first billing cycle the Subscriber pays a proportional part of the monthly subscription fee, corresponding to the number of days through which the services have been provided. For the same period the Subscriber uses the relevant proportional part of the services included in the monthly subscription. The one-month billing cycles of Vivacom may be on the 1st, 8th, 15th and 22nd day.

109.3. Additional fee for the use of additional services (on a subscription basis or once), for which the Price List provides for payment of such a fee, which is paid with the monthly subscription fee, respectively upon ordering the service;

109.4. (amended, in force from 01.07.2022) The price of: (a) all calls made according to their duration, tariff zone and the selected subscription plan; (b) all Network services used by the Subscriber; (c) (Not applicable to incoming calls in the EU pursuant to Regulation 2022/612) all incoming calls made on calls via a foreign mobile network (roaming) or use of other services via such network, in which case the Subscriber shall pay to Vivacom for the used services.

110. (amended, in force from 01.11.2018) The used services are reported monthly and paid on the basis of usage, reflected in an invoice issued monthly on a date determined by Vivacom, for which Vivacom informs the Subscriber upon the conclusion of the individual contract. The invoices are issued in the name of the Subscriber and are sent to him or to a specified third party as a payment notice. The failure to receive an invoice does not release the Subscriber from the obligation to pay the amounts due within the specified period, unless this is due to reasons for which Vivacom is held responsible. For the formation of the financial obligations of the Subscribers / Users of the Vivacom services only the records from the Vivacom charging systems are used. These entries take precedence over the entries in the end devices or SIM cards of the Subscribers/ Users.

110.1 (new, in force from 01.04.2010) Vivacom may determine other periods and terms of reporting and payment for the services, for which it notifies the Subscribers in advance. Upon the notification Vivacom takes into account the possibility of maintaining the 18-day payment period

111. Vivacom is also obliged to provide a free directory service for informing the Subscribers about the term of payment of the amounts due by them under the invoice.

112. The method of payment shall be chosen by the Subscriber. It can be made in cash (in the service payment centers) or to the bank account of Vivacom, specified in the invoice or in another way, offered by Vivacom and agreed in writing between the parties.

113. (amended, in force from 01.04.2010) The subscriber is obliged to pay the amounts due within 18 days from the issuance of the invoice. In case the amounts due are not paid within the required terms, the Subscriber owes default interest in the amount of 1/365 of 9 percent of the outstanding liabilities, for each day of delay after the payment deadline, until the date of final payment. The interest on any late payment for services is included in the issued primary accounting documents on a separate line before the amount to be paid.

114. (amended, in force from 10.05.2021) The prices of the services provided by Vivacom shall be determined, changed and supplemented pursuant to the Electronic Communications Act. Vivacom provides up-to-date information on the new services offered, as well as information on prices and price packages for the services offered, the applicable tariffs and fees, including support, as well as possible payment methods, including differences in costs arising from different payment methods, on its website, as well as in all its shopping centers.

114.1 (amended, in force from 07.05.2013) No more than once in a calendar year Vivacom has the right to index the prices of the service, adjusting them by a percentage not higher than the monthly consumer price index determined by the National Statistical Institute (CPI, previous month = 100), accumulated for the period after the last determination of the relevant price. By accepting the General Terms and Conditions, the Subscriber agrees with the methodology for price adjustment, performed under the terms of this item 114.1. If the indexation has led to a significant increase in prices, the Subscriber - an individual - has the right to terminate the contract with a 30-day written notice without penalty. In this case, the Subscriber shall reimburse to Vivacom all amounts received as subsidies or discounts provided in view of a certain term of the contract. The obligations of the parties in connection with agreements for leasing or sale with a deferred payment of goods concluded together with the contract shall survive and shall remain in force until their complete implementation by the parties.

115. The principles of charging for the services provided to Subscribers / Users are:

115.1 Vivacom will charge each successful call, according to the Price List, from the moment of establishing a connection - the call is received by the requested subscriber, activation of a switched on end device or activation of a service provided to the subscriber through the Vivacom network until receiving a signal for its failure.

115.2 Successful calls will be charged by Vivacom based on their duration. After the initial time has elapsed successful calls are charged per second, unless another charging method is explicitly provided for in the tariff plan. The initial charging time shall comply with the tariff plan.

115.3 The Short Text and Multimedia Messaging services will be charged per message. Other services related to data transfer will be charged for each service or according to the volume, based on the Vivacom Price List.

115.4 Subscribers will receive monthly bills for periods determined by the applicable billing cycle.

115.5 The Subscriber / User pays:

- (a) all outgoing national calls, depending on the duration of the call and the subscription plan chosen by him.
- (b) all outgoing international calls, depending on the duration of the call and the area where he is located.

115.6 The Subscriber / User also pays for all network services controlled (caused) by him (call forwarding, conference call, etc.).

115.7 (amended, in force from 10.05.2021) In case the Vivacom Subscriber is served by another mobile network (roaming), he pays to Vivacom.

115.7.1. (in force from 01.09.2023) Roaming calls and messages to certain numbers may be charged additionally depending on the prices of the services determined by their providers. Information on prices for international value-added roaming services within the European Union is available at vivacom.bg, Services section, Roaming subsection.

115.8 (amended, in force from 10.05.2021) All services are paid depending on their type and specifics, at prices according to the current Price List of Vivacom.

115.9. (amended, in force from 10.05.2021) Upon the explicit written request of the Subscriber, Vivacom may include in the monthly bill obligations under other service contracts concluded with Vivacom, including outside the scope of these General Terms and Conditions (fixed telephone service, Vivacom Net, Vivacom Net Slim, etc.). If the Subscriber wishes to pay only for the services under an individual contract, the price of which is included in the general bill, Vivacom has the right to exclude from the general bill the price of the services under the relevant contract and invoice them in a separate bill/ invoice for the term of the relevant contract. In case of partial payment, if the Subscriber has not explicitly stated which of the obligations included he would like to pay and upon any delay in the payment of other obligations on the bill, Vivacom may terminate the provision of all services where there is an overdue payment. With regard to subscribers - legal entities, separate payment of obligations for a specific service from a common bill is not allowed. Until the full amount is paid under the common bill, all liabilities under it shall remain outstanding.

116. (amended, in force from 06.04.2013) Vivacom determines a specific amount, referred to as a financial limit of usage, within which the consumer has the opportunity to use the services without having to pay a security deposit, except where such is required for the use of specific services (eg. roaming).

117. If a Subscriber fails to observe the term under item 113 or after Vivacom conducts a credit assessment, Vivacom may refuse to conclude or may terminate the contract by offering the use of prepaid services or requesting a security deposit as collateral.

118. (in force from 06.04.2013) 1. The specific amount of the financial limit of usage is determined in the current price list of Vivacom depending on the type of the subscription plan / program / package selected by the user.

118.2. Vivacom may negotiate with the user an individually determined amount - financial limit of usage, different from the one indicated in the previous sentences. The individually agreed financial limit of usage is indicated in the individual contract of the user with Vivacom. The individual financial limit of usage can also be agreed after obtaining the consent of the user: by short text message (SMS), telephone call or otherwise.

118.3. (amended, in force from 10.05.2021) The financial limit of usage may include both amounts due for services used and any other amounts due by the user such as penalties, indemnities, lease payments, subsidies and others. It shall include the obligations for usage in roaming with the exception of the use of data in roaming, in respect of which an independent financial limit under item 118a.3 shall apply. The financial limit of usage is considered reached when the total amounts due by the user are equal to or exceed the amount set for the financial limit of usage, regardless of the fact how these amounts are distributed as liabilities between individual SIM cards registered in the Vivacom system based on PIN and BULSTAT / UIC respectively for users – individuals and users - legal entities.

118.3a. (effective from 10.05.2021) Where multiple services with certain maximum financial limits are invoiced under a single client number, Vivacom applies to them a common maximum financial limit equal to the sum of the maximum financial limits of the individual services, unless otherwise agreed.

118.4. The provision of item 118.1. does not apply to existing contracts and users will keep their financial usage limit, the amount of which can be learned by calling 123.

118.5. The company may increase the financial limit of usage only after an explicit agreement has been reached with the user regarding a specific amount by which the financial limit of usage will be increased. Notwithstanding the provisions of the previous sentence, Vivacom may unilaterally reduce the financial limit of usage depending on the current credit assessment of the user, of which it shall notify the latter.

118.6. Vivacom is obliged to inform the user about the exhaustion of the financial limit of usage when an amount equal to 90% of the latter has been accrued. In order to maximize the protection of the user's interests, the obligation under the previous sentence is considered fulfilled in the case of notifying the user upon reaching an amount equal to 80% of the financial limit of usage. This obligation does not apply in cases where 90% of the financial limit of usage are reached in roaming and Vivacom does not currently have information about the calls made by the end user. When calculating the amount accrued by the user, the calls / usage for which additional technological time is required and are pending processing, are not taken into account.

118.7. The user is obliged to pay all amounts due for services used, including those exceeding the specified financial limit of usage. When the financial limit of usage is exceeded, Vivacom will have the right but not the obligation, to limit and suspend the use of services by the user. In particular, in case of exceeding the financial limit of usage, Vivacom may (but is not required to) suspend the outgoing calls, except for outgoing calls to emergency call services. The failure to notify the user of the financial limit of usage reached does not release the latter from the obligation to pay all amounts due, including those exceeding the financial limit of usage.

118.8 In case of exceeding the financial limit of usage, the user is obliged: a) to pay a security deposit to serve as a collateral for the payments due, or b) to make a provisional payment for all services used.

118.9 The resumption of outgoing calls shall take place after the fulfillment of the obligations under item 118.8 by the user. In case of non-fulfillment by the user of the obligations under item 118.8, Vivacom has the right to immediately suspend the provision of services in whole or in part and / or terminate unilaterally the individual contract, in the manner provided for in the individual contract and these General Terms and Conditions.

118a.1. (effective from 10.05.2021) For the subscription plans, where the data transfer is charged per unit of transferred data (kilobyte, megabyte or gigabyte), Vivacom applies a maximum limit of BGN 60 with VAT for data usage for a billing period of one month.

118a.2. (in force from 10.05.2021) The maximum limit for usage of data under item 118a.1. shall be applied as a priority before the maximum financial limit under item 116.

118a.3. (effective from 01.07.2022) The use of data in roaming is subject to consequent limits of BGN 115 with VAT and 235 BGN with VAT, regardless of the maximum financial limit and the data limit in the country.

119. Vivacom:

119.1. has the right to partially or fully use the collateral provided by the Subscriber (security deposit or bank guarantee) to collect its receivables from the Subscriber, including default interest.

119.2. undertakes to refund the collateral provided by the Subscriber upon termination of the contract with the Subscriber - to return the unused amount of the security deposit or to release the bank guarantee, under the conditions of item 119.3.

119.3. (amended, in force from 29.03.2012) within 10 business days from an explicit written request by the Subscriber, refunds the collateral provided by the Subscriber, if he has no outstanding obligations to Vivacom, in which case Vivacom has the right to reduce the financial limit of usage by the amount of the recovered collateral. Vivacom does not owe the Subscriber interest for the provided collateral.

119.4. The Subscriber may exercise his right under item 119.3. after the expiration of 5 months from the provision of the relevant security. 120. (amended, in force from 07.05.2013) The amounts due under the invoice may be disputed before Vivacom within three months from the date of issuance of the invoice. Disputing the non-receipt of the notification under item 101a does not release the Subscriber from the obligation to pay the invoiced price for the provided services.

121. Vivacom shall refund:

121.1. the amounts overpaid by the Subscriber (incorrectly transferred and overpaid);

121.2. the amount under item 102.2.

122. (amended, in force from 07.05.2013) The refund shall be made within 10 business days, by bank transfer after indication of a bank account by the Subscriber, where the bank costs shall be at the expense of Vivacom. For amounts up to BGN 50, the refund can also be made in cash at a Vivacom store.

123. Vivacom may reimburse amounts by deducting them from the Subscriber's obligations to Vivacom for the next reporting period or from his obligations under other contracts with Vivacom.

124. If the amount to be reimbursed is higher than the Subscriber's liabilities for the next reporting period, Vivacom shall reimburse the difference within the term under item 122 or will set off the amount against the subsequent subscriber's bills until it is eliminated.

125. Vivacom has the right, in any case, to deduct its financial obligations to the Subscriber from the financial obligations of the Subscriber to Vivacom for the next reporting period.

Section XI TRAFFIC DATA

126. (amended, in force from 29.03.2012) Vivacom may collect, process, use and store the following traffic data and data for calls and / or services, where they are intended for the provision of electronic communication services:

126.1. caller's and called party' number; identity and type of terminal device; identity of the access authorization code; number of the calling or credit card and cell number;

126.2. beginning and duration of the call;

126.3. the electronic communication service used by the User;

126.4. data necessary for building and keeping the connection, for determining the tariffs;
126.5. call details which, at the request of the Subscriber, may be abbreviated by the last three digits of the destination address;

126.6. Subscriber's address, type of line (service used), total number of time or other units of measurement, volume of data transferred and total amount due;

126.7. information required for the issuance of monthly invoices.

127. Vivacom undertakes to store the data under item 126 for a period of 6 months, to provide them to the Users upon written request and subject to the conditions specified in the price list of Vivacom.

128. The provision of electronic communication services may not be linked to the provision of personal data that are not necessary for the exercise of rights or obligations of any of the parties relating to the provision of any of these services.

129. (amended, in force from 29.03.2012) Vivacom may collect, store, process and use data for calls of Users and other persons engaged in electronic communication services in order to detect and eliminate faults and errors in the Network, for detection and prevention of illegal use of the Network, as well as for tracking and detecting disturbing calls, at the written request of the affected User.

130. (amended, in force from 29.03.2012) Vivacom has the right to process data relating to Subscribers or Users of third parties - service providers or other enterprises providing electronic communication services, insofar as this is required for the fulfillment of Vivacom's obligations under contracts with these service providers or companies.

131. (amended, Effective from 25.05.2018) Processing and storage of data under Section XI shall be carried out in accordance with the provisions of the General Data Protection Regulation and the Privacy and Data Protection Policy of Vivacom.

132. (revoked 25.05.2018)

133. (revoked 25.05.2018)

Section XII COMPLAINTS, REQUESTS AND PROPOSALS

133a. (amended, in force from 10.05.2021) When experiencing a problem with the use of services, the Subscriber / User shall immediately notify Vivacom of it by calling the customer service number 123, through the electronic contact form of the company on vivacom.bg or in company store convenient for him. When considering the complaint about a technical problem and for the purposes of eliminating an established one, Vivacom performs remote inspections, consultations and on-site visits if necessary.

134. Complaints, requests and proposals addressed to Vivacom shall be considered and resolved by Vivacom within one month from their receipt, and the complainant shall be informed about the result in writing.

135. In compliance with the current data protection law, Vivacom shall keep and maintain registers of all complaints, requests and proposals to which this condition applies, as well as the responses thereto, for a period of 24 months.

136. Complaints, requests, proposals and claims, including regarding support and maintenance of the services provided by the company, shall be submitted in any store of the commercial network of Vivacom or through the website of the company at vivacom.bg. The received complaints, requests, proposals and claims will be entered in an incoming register and will be considered in the order of their receipt.

136a. (effective from 10.05.2021) Complaints of users regarding their right to access the Internet are submitted, considered and resolved in accordance with the Procedure for resolving complaints by end users regarding the right to access the Internet, available on vivacom.bg, General Terms and Conditions section, Other subsection.

136b. (in force from 01.09.2023) Complaints about the quality of roaming services shall be submitted, examined and resolved in accordance with the Procedure for Resolution of Cases of Complaints for Regulated Retail Roaming Services, available at www.vivacom.bg, Section General 30 Terms, Section Other.

Section XIII AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

137. Vivacom may, on its own initiative or at the proposal of the Subscribers / Users, make changes and additions to these General Terms and Conditions.

138. (amended, in force from 10.05.2021) In case of an amendment of these General Terms and Conditions Vivacom undertakes to inform the Subscribers not later than 30 days before their entry into force through the company's website and by posting them at a prominent place in its stores or in any other appropriate way. In addition, Vivacom undertakes to notify the Subscriber via a short text message (SMS), which can be kept on the Subscriber's telephone, and the Subscriber has the right to terminate the individual contract without penalty within one month from the entry into force of the amendment, unless they are in his exclusive interest, or are of an administrative nature and do not adversely affect him, or do not affect the services used by him, or are directly imposed by the applicable law, the European Union law or a competent authority.

139. Amendments and supplements to the individual contracts shall be made by mutual agreement of the parties.

Section XIV SUSPENSION OF SERVICES AND TERMINATION OF THE INDIVIDUAL CONTRACT

140. Vivacom has the right to immediately terminate access to services:

140.1. (amended, in force from 01.04.2010) provided to a Subscriber:

a) after the expiration of the term in which the Subscriber must pay for the services used;

b) (amended, in force from 29.03.2012) in case of non-provision of collateral (security deposit or bank guarantee) requested by Vivacom in accordance with these General Terms and Conditions, upon reaching the specified financial limit of usage, in which case the user will be provided access to emergency call services until the contract is terminated.

140.2. provided to a User:

a.) in case the SIM card has not been used for a period of 12 months;

b.) (new as of 13.11.2009) in case the data necessary for the identification of the User are not provided, outgoing calls and sending of short text messages shall be suspended immediately, except for calls to emergency call services;

c.) (amended, in force from 29.03.2012) in case the data necessary for the identification of the User are not provided within one month from the imposition of the restrictions under item 140. 2, lit. "B", the prepaid service will no longer be provided.

140.3. (new, in force from 29.03.2012) in case of reasonable suspicion of illegal activities involving the distribution of harmful content by the Subscriber or the User, as well as for using the service in a way that endangers personal security, privacy and personal data of others in connection with the service used.

140.4. (new, in force from 29.03.2012) in case of non-fulfillment of the obligations of the Subscriber or the User under item 70 of these General Terms and Conditions.

141.1. The individual contract between Vivacom and the Subscriber is terminated by mutual written consent of the parties.

141.2 (new, in force from 29.03.2012) In case of death of the Subscriber, an application for termination of the contract may be submitted by his successor, who shall submit a relevant document certifying this capacity.

142. (new, in force from 29.03.2012) The Subscriber has the right to terminate the contract in the case specified in item 55 of these General Terms and Conditions. An application for termination of the contract in connection with item 55 of these General Terms and Conditions shall be submitted personally by the Subscriber or by his duly authorized representative in the same Vivacom store in which the contract was signed, resp. to the sales representative who signed the contract on behalf of Vivacom.

143. (amend. in force from 01.09.2023) The subscriber has the right to terminate the contract unilaterally with one month's written notice. In cases where the Subscriber / User terminates the contract on his own initiative, he has the right to conclude a new contract with Vivacom for the provision of services through the same number or within one month from the date of termination of the contract to transfer this number to another network.

143.1. (amended, in force from 07.05.2013) In case Vivacom fails to fulfill its obligation under the contract concluded with the Subscriber, due to a reason for which Vivacom is held responsible, the Subscriber may terminate the contract by sending a written notice to Vivacom and give an additional appropriate term for implementation. In the notice the Subscriber shall indicate the specific non-performance under the contract by Vivacom and set an appropriate term for implementation. In case Vivacom has not fulfilled its obligation in due time and the Subscriber has paid all amounts due for the services used under the contract, the contract will be terminated. In this case, the Subscriber shall reimburse to Vivacom all amounts received as subsidies or discounts provided in view of a certain contractual term. The obligations of the parties in connection with agreements for leasing or sale with deferred payment of goods concluded to the contract shall survive and shall remain in force until their full implementation by the parties. In case of subscribers who are legal entities, the obligations in connection with the leasing or sale with deferred payment of goods concluded under the contract, shall become immediately due and shall be paid upon termination of the contract.

143.2. Notice for unilateral termination of the contract by the Subscriber is not allowed to be made, if the Subscriber has not specified the non-performance of the contract by Vivacom according to item 143.1, as well as where the unfulfilled part of the obligation of Vivacom is insignificant in view of the Subscriber's interests.

143.3. The following obligations of Vivacom are considered significant within the meaning of item 143.1: a.) To provide the service within the term under item 87, in the presence of physical and technical possibility;

b.) the obligations of Vivacom under item 102 of the General Terms and Conditions

144.1. Vivacom has the right to unilaterally terminate the individual contract in the following cases:

a.) (amended, in force from 29.03.2012) if within 1 month from the termination of access to the services on any of the grounds under item 140 the Subscriber or the User has not fulfilled his obligations, respectively has not ceased the violation;

b.) (amend. in force from 01.09.2023) upon provision of false data under item 10, forged documents or documents with false content, as a result of which the Subscriber cannot be properly identified or in case the Subscriber has not remedied the violation within an appropriate period specified by Vivacom;

c.) if the Subscriber connects and uses or allows the connection to the Network and the use of communication devices that do not meet the requirements of these general terms and conditions or are used contrary to any law or regulation, or for a purpose not agreed between the parties (including to make a profit for himself or for a third party).

144.2. If after the termination of the contract under item 144, the Subscriber fulfills his obligations to Vivacom, he may request activation of the services provided by Vivacom by calling the customer service number. This type of activation of services will be considered a valid extension of the contract concluded between the parties. The Agreement continues to operate under the initial conditions, except for the granted discounts and bonuses, which are lost upon termination due to non-performance by the Subscriber. The Services will be activated after the Subscriber is provided with an identification code and a new SIM card(s). The parties agree that Vivacom will have the right to record the activation request and keep the record until the expiration of the period within which the receivables for the activated services could be claimed.

144.3. (new, in force from 29.03.2012) Vivacom has the right to terminate the contract upon death of the Subscriber.

144.4 (new, effective from 16.01.2018) In case of established risk of misuse or illegal use of roaming services in the EU and on the basis of the current Policy for fair use of regulated roaming services within the European Union, Vivacom has the right to unilaterally suspend the access to services and / or terminate the individual contract. This can be the result of an established organized resale of SIM cards, use of services in the conditions of permanent roaming in the EU and / or in the framework of a procedure for termination of a wholesale roaming contract under Regulation (EU) 2017/920. Examples of the risk of misuse may be the use of a SIM card mainly, and even exclusively, in roaming or the successive use of multiple SIM cards by the same user in roaming. In these cases, Vivacom reserves the right to seek compensation under the general legal procedure.

Section XV SERVICE AND CUSTOMER SERVICE QUALITY

145.1 (amended, in force from 10.05.2021) Vivacom maintains the quality of the provided electronic communication services in accordance with the requirements of the relevant permit for use of radio frequency spectrum and depending on the network used. Vivacom does not offer minimum levels of service quality.

145.2. (in force from 01.09.2023) The quality of roaming services depends on the type of network and technologies used by the respective operator in the visited country and may differ from the quality of the services used on the territory of Bulgaria. The quality of roaming services, including speed, latency and availability of internet access, can be affected by a number of factors (e.g. available technologies, coverage, topography, etc.), with significant deviations from maximum speeds, delay, interruption or inability to use roaming content, applications and services. More information about possible difficulties is available at www.vivacom.bg, General Terms and Conditions, Others section.

146. Vivacom guarantees the provision of electronic communication services through the Network, including the right to provide additional services in accordance with the permit (from the starting date of providing the services), 24 hours a day, seven days a week.

Section XVI DISPUTE SETTLEMENT

147. (amended, in force from 01.11.2018) All disputes arising in connection with the validity, performance, interpretation or termination of the individual contract will be resolved by the parties in good faith through negotiations, consultations and mutually beneficial agreements, and in the absence of consent - by the relevant state court under the terms of the Civil Procedure Code.

147a. (new, in force from 01.08.2016) The activity of Vivacom EAD falls within the scope of control of the Sectoral Conciliation Commission for Dispute Resolution in the Field of Electronic Communications - address: Sofia 1000, 4A Slaveykov Square, website www.kzp.bg, e-mail: adr.els@kzp.bg. If a dispute referred to Vivacom EAD is not resolved, the Subscriber / User may seek assistance from the Conciliation Commission. Where the dispute concerns contracts for online sales or services, assistance in resolving it can be obtained from the Online User Dispute Resolution Platform: <http://ec.europa.eu/odr>. Vivacom EAD does not undertake to use these bodies.

Section XVII APPLICABLE LAW. ADDITIONAL PROVISIONS

148.1 In applying and interpreting the General Terms and Conditions, the provisions of the current Bulgarian legislation will be applied.

148.2 (amended, in force from 10.05.2021) Vivacom offers mobile services in accordance with the Permits specified in item 2 of Section I of these General Terms and Conditions.

148.3 (amended, in force from 10.05.2021) These General Terms and Conditions must be applied to regulate the relations between Vivacom and the Users of electronic communication services provided through the public mobile terrestrial networks of Vivacom.

148.4 (amended, in force from 10.05.2021) Vivacom has the right to activate the access to the Network and the provision of services, by referring to the subscription contract or on the basis of prepaid use of services.

Section XVIII DEFINITIONS

149. "Calling Line Identification Restriction (CLIR)" is a service that allows the calling party to block the transmission of their number to the called party.

150. "Calling subscriber" is a user who initiates the call.

151. "Called subscriber" is a user to whom the request for a call by the calling subscriber is addressed.

152. "Donor provider" is the provider from whose network the nationally significant number is ported to another network.

153. "Domain of portability" are the networks of the providers in which the portability of the numbers provided to them by CRC is carried out.

154. "Holder of the range of numbers" is the network of the company to which CRC has provided the numbers from the National Numbering Plan, part of which is the ported number.

155. "Calling Line Identification (CLI)" is a network function that allows the called party to obtain information about the calling party's number before the exchange of information begins. This allows the called party to accept or reject the call.

156. "Connected Line Identification (COL)" is a network function that allows the calling party to obtain information about the number that identifies the point of receipt of the call. COL is supported on ISDN access and COLP and COLR are provided as additional services.

157. "Short text message (SMS)" - a service for sending a short text message, according to the GSM standard, in which up to 160 characters or symbols are transmitted within one message (140 octets).

158. (amended, in force from 10.01.2013, previous item 159) "Confirmed conformity and placed on the market according to the applicable legal regulations" - means that the terminal device has been confirmed to conform the requirements according to the Ordinance on the essential requirements and assessment of the conformity of radio equipment and terminal telecommunication devices (Promulgated, SG No. 79/2002, effective from 12.09.2002). The devices placed on the market are accompanied by a declaration of conformity of the manufacturer / importer and must have a Bulgarian conformity marking "Co" and the corresponding markings. The markings may be placed on the packaging or the documents accompanying the radio equipment - device type, model, manufacturer, importer, serial number, designation for its intended use.

159. (amended, in force from 10.01.2013, previous item 160.) "Calling Line Identification Presentation (CLIP)" is a service that allows the called party to receive information about the calling party's number.

160. (amended, in force from 10.01.2013, previous item 161.) "Call forwarding" is a service that allows incoming calls to a user / subscriber to be automatically forwarded to another user / subscriber.

161 (effective from 10.01.2013) "Ported number due to technical error" is a number that is ported to another network, regardless of the reasons that led thereto, without a duly expressed request for portability by the subscriber to whom the number is provided for use by the donor provider."

162. (amended, in force from 10.01.2013) "Mobile number portability" is the right of the subscribers and users of the companies providing public mobile telephone services to keep their numbers when changing the provider with another provider of public mobile telephone service, through a public mobile terrestrial network and the obligation of companies to provide an opportunity to their subscribers to keep their nationally significant number when changing the provider of a public mobile telephone service.

163. "Receiving provider" is the provider who accepts the number as a result of the porting process. Its network becomes the network of the subscriber / user after the completion of the porting process.

164. "Portability window" is a certain period of time in the process of porting a number from the moment of activation of the end user's access by the enterprises of the receiving network until the moment of updating the databases of all enterprises with numbers for destination to the receiving network.

165. "Business day" for the purposes of Section III of these General Terms and Conditions is every calendar day from Monday to Friday, except for public holidays.

166. (amended, in force from 10.01.2013) "Working hours" - the working hours of the customer service centers for Vivacom's users.

167. "CLI services" are all services provided by the operators to users through and related to the network function: "caller line identification" and provided for in this Regulation.

168. "MSISDN" is a mobile phone number.

169. "DTMF dialing" is a method of transmission, where each order or signal is represented by a characteristic pair of frequencies.

170. (new, in force from 29.03.2012) "The maximum financial limit of usage" determines the maximum value of the telephone services used by the subscribers before Vivacom starts to demand payment or limit the used services until such payment is made. The monthly maximum financial limits of usage include the invoiced and current liabilities / liabilities which have not been invoiced yet/ to Vivacom.

Section XIX Transitional and Final Provisions

171. The provisions of Section III of these General Terms and Conditions enter into force and number portability services start to be provided after successful tests for the operation of the networks of companies in the domain of mobile number portability have been performed. Vivacom will announce the date of entry into force and the start of the services for porting mobile numbers in an appropriate and public manner.

172. For the needs of these General Terms and Conditions, the individual contracts concluded with BTC Mobile EOOD shall be automatically considered concluded with Vivacom.

Director Products and Services