

GENERAL TERMS OF USE OF TELECOMMUNICATION SERVICES "EPN 1024" OF EUROPRONET BOSNIA D.O.O.

General terms of use for here mentioned telecommunication services (in the following text OUP) are general terms of services of EuroproNET Bosnia d.o.o. (in the following text EPN) and conditions, terms and ways of delivery and usage of services, rights and obligations between EPN and the user are determined in accordance with Book of Regulations of delivery and usage of the EPN services.

Subject to OUP is **EPN telephony** (in the following text »**“EPN 1024”**«) or services related to it.

1. Terms and definitions

Structure and prices of services entitled to the user as stated in the contract are determined by **service tariffs** (in the following text tariffs) and they are part of the contract. Price of the connection, usage, freezing contract services, procedure of warning and payments are determined by tariffs.

Contract of service is a contract between EPN and the user that defines conditions of services and rights and obligations for the chosen services, devices and technical equipment provided by EPN for the services defined in the user contract (in the following text the contract). OUP and the tariffs are part of the contract.

User is a contractor with EPN, who use available EPN services for personal or business purpose and pay for all the services delivered by EPN and determined by the contract.

Operator is a deliverer of the telecommunication services, EuroproNET Bosnia d.o.o.

“EPN 1024” (choosing the operator) is a basic service, where user of the switched

telephone connection of a dominant operator can simply chose an operator for either national or international call so that he dials a pre-number (1024) before dialling every particular number and by this he chooses an operator in accordance of the RAK's rules.

Additional services are services not available without basic service because they are only complement to the basic services.

EPN network (EPN resources) is telecommunication and computer equipment, hardware, software and other equipment owned and managed by EPN, that enables connecting the user from PSTN network to PSTN and the internet and that is necessary/suitable for EPN and other network and internet services.

Telephone switch is a connection that enables user/users to use Public Switched Telephone Network.

PSTN network is Public Switched Telephone Network.

Network connection means activating of a new user and re-activating of the existing one.

RAK is Communications Regulatory Agency in BiH.

ETSI is European Institute for Telecommunication Standards.

2. Informing

EPN provides personal users and companies with information about possibilities, kinds and ways of connecting and using services within EPN network, about service tariffs, information and specification necessary to sign the contract. This information given in verbal or electronic form does not mean any obligation between EPN and user.

Information about kinds and ways of connecting, kinds of services and tariffs and other

elements of the contract are available:

- in EPN offices and at licensed partners,
- on telephone number 033 / 214 800, 080 / 030 500
- on the EPN's web site <http://www.epn.ba>.

OUP can be found on the EPN's web site <http://www.epn.ba>, in the company's offices or with approved distributors.

EPN holds the right to change any regulation of OUP or list of tariffs, informing users about this by public media, minimum in one daily newspaper and on the web site:

<http://www.epn.ba> and <http://www.europronet.ba>, or in different appropriate way of user informing. User is obliged to be informed about the possible changes that will be announced on the above mentioned places, and they agree that any further use of services, after determined 30 days, means accepting changed regulations of OUP and tariffs.

3. Description of services

“EPN 1024” service is establishing of voice connections from switched telephone of PSTN network, with other telephone networks in national and international traffic, and may contain other services chosen by the user.

User's access to the service (EPN network) will be enabled through PSTN network and a telephone device.

EPN will enable the user to use all offered and technically possible services on the network infrastructure intended to do the service »“EPN 1024”«. The user may make a written request for additional services defined by the offer for individual services. The user will be charged for additional services in accordance with current list of tariffs.

EPN provides services and quality of services according to the relevant ETSI standards and recommendations.

User is informed about the fact that it is very often impossible to locate geographical place of the user. This means that, in spite the user's wish or need, EPN is not able to give a location of calling for emergency numbers (121, 122, 123, 124), and other numbers with special tariffs. When user wants to make his geographical location of call visible to a receiver of the call, he will make it through other telecommunication means. User is responsible for his actions and omissions caused by hiding of geographical location of a caller.

4. Mutual rights and obligations

Apart by valid laws and regulations, relation between EPN and user is regulated by the contract containing OUP and the list of tariffs. OUP is supplemented by special agreements between both parties of the same contract and they obligations are equal. If OUP and contract are not in accordance, regulations of the contract will be applied.

By signing the contract, user confirms the reception of the OUP they were informed about and agree with its content, and with the list of tariffs and contract and accept all obligations stated in these documents.

Both contracting parties will inform each other in time about all activities that could have an impact on either the validity of contract or any particular regulation of the contract, or ability, quality and conditions of carrying out of any obligations from the contract.

4.1. Rights and obligations of EPN

EPN has a possibility to create different accesses or packages that can be ordered and that contain different services. Content and fees of the services will be regulated by the list of tariffs.

EPN will provide constant use of the telecommunication services "EPN 1024" to the user, in the scope of and in accordance with terms and conditions of the contract, and according to the tariffs from the list of tariffs.

EPN may introduce discount for its tariffs in order to increase number of users, traffic or optimal usage of resources.

EPN will temporarily or in total stop delivery of the services or terminate the contract in accordance with OUP and contract.

EPN will charge monthly charges, traffic and all other voice services, according to the valid list of tariffs. User will not be obliged to pay monthly charge if he is not able to use the services due to the EPN's fault, if disconnection or reduced availability of the services was more than twelve (12) hours, or if disconnection or reduced availability of services is reported to the telephone number 033 / 295-800 and registered and confirmed in EPN's problem-trace system. Reduced monthly charge will be counted so that monthly fee will be divided by 30 and then by 24, in order to get amount of monthly charge fee for one hour. One-hour charge then will be multiplied by the time of disconnection. This final amount will be taken out from the user's monthly fee and notice about this will be given together with the needed information according the Law on VAT.

EPN will make changes of the parameters of the service upon the request of the user and when mutually confirmed by both parties in contract or annex of contract, latest at the deadline fixed for the making the changes and stated in the contract, annex of contract, OUP and valid list of tariffs.

EPN maintains telecommunication infrastructure of its network in the condition that gives warranty that the services offered are in accordance with certain technical and operational standards, and conditions and regulations of OUP and contract.

Any malfunctioning of the service caused by EPN's mistake will be fixed in the shortest possible time by EPN on its own costs. Malfunctioning partly or totally caused by user can be also fixed by EPN, but with mutual agreement and on the cost of user and under the terms and conditions specially agreed between EPN and user, for each case separately.

EPN will inform user in advance about any limitations, disconnection, changes or irregularities of services, known to EPN in advance, through the web site <http://www.epn.ba>, in writing or by e-mail, at least 24 hours before envisaged disconnections.

EPN provides the user with a help desk where they can ask for help to use services efficiently or report damages. The help desk will be available 24 hours a day, seven days a week, 365 days a year and can be reached on the following telephone: 033 / 214-800 or 033/941-002 and on e-mail: helpdesk@europronet.ba.

4.2. Rights and obligations of user

User is allowed to use agreed services for personal use only. He is not allowed to offer/give or re-sell agreed services to the third parties before agreed with EPN.

User is obliged to protect their passwords for use of the services from exposing and/or non-authentic usage.

User is obliged to have a signed contract about using voice telephone services in fixed public telephone network with dominant operator of the fixed public telephony active on the user's location. In the case of the termination of the contract, they lose the right to use services of the operator, if not differently agreed.

User will be responsible for the equipment used on their address, and that has to meet all the conditions regulated by the regulation of the state where the equipment is used.

User agrees that they will use the service according to the OUP and all current laws and regulations.

User has to take care about the equipment and keep it in the condition that does not cause disturbances in the EPN network and does not have the impact to the integrity of the network.

Breaking of this rule is considered seriously breaking of the rights and responsibilities from the contract and can cause automatic termination of the contract.

User is obliged to inform EPN in writing about change of the data in the contract, at latest 5 days after the change. User will be charged for any financial or other consequences caused by the failure to informing about these changes in time.

4.3. Rights and obligations of the contracting parties

EPN may transfer rights and obligations from the contract on a third party, with informing the user and his agreement.

EPN may temporarily limit or stop the delivery of the services for the technical, operational or legal reasons causing limitations or stopping of services, or enable only reception of incoming calls in case when user does not pay the bill up to 20 days from the day of the issuing of the bill. The bill will be at the same time considered as a warning before the disconnecting if it is not paid within 10 days from the issuing of the invoice. EPN will connect user from the system and enable him to use services when the reasons for temporary disconnection stop. If the reasons for disconnection are on the user's side, EPN will connect him again at his own cost.

EPN can change user's personal data or other parameters necessary for use of the services. User must be informed about content and form of these changes at least 30 days before they were made.

According to the law in force that regulate payments, EPN can charge user for any late payment of the services.

5. Signing and termination of contract

EPN will within three days upon reception of written request (first side application on the first side of the contract) check technical possibilities of connecting the user on the EPN network and delivering of the service and check credibility of the data given by the user in the request form, and in case of any vagueness, in agreement with user, filling in the missing data about access to the services. User is responsible for the credibility of the data in the contract. User is obliged to show identification documents and other documents proving his eligibility to sign the contract.

If the form sent to EPN by the user is not completely filled in or signed, or if he does not possess valid proofs about the information given in the form or financial situation, EPN can refuse signing of the contract.

EPN will at latest 3 days after the check-up of the data and technical possibilities, sign the contract with any personal user or company that meet the following conditions:

Personal users:

full age;

does not have debts with EPN;

Companies:

does not have debts with EPN;

to sign the contract through the authorized representative.

EPN holds the right to refuse signing of the contract when the user was already disconnected because of the serious breaking the rules from the contract with EPN or other operator, and about this will inform the other party at latest eight days after the receipt of the signed request.

If EPN decide to sign the contract, they will send prepared and not signed contracts, together with the basic information about the access to the services to the user to sign. User is obliged

to return two copies of the signed contract that belong to the EPN, seven days from its reception.

Contract will take into effect after it is signed by both parties and when the user make payment on the base of the pro-forma account, issued by the EPN.

Termination of contract

EPN may at any time because of serious breaking the regulations of the contract, terminate the contract in writing, and termination will be put in practice immediately. Serious breaking the contract means:

- user is more than 20 days upon the issuing of the bill is late with payment of whole or part of the price,
- user has seriously damaged or stolen equipment of EPN,
- user is breaking the laws, OUP or the contract despite EPN's warning,
- despite the warning, user does not use EPN's equipment in accordance with contract, UOP or valid laws.

6. Temporary lockout

User may request temporary lockout on its own, up to three months in the current year. User contract will be on stand-by during this period. User will pay costs of the contract frozing in accordance with valid list of tariffs. User is obliged to send request for temporary lockout at least 15 days before the wanted date of lockout.

7. Changes to the Service

User may ask for the change of the agreed services by visiting EPN's premises, by e-mail or letter sent to EPN's address. EPN holds the right to double-check validity of the received request and if it finds request not valid to refuse it.

EPN make change of the parameters of the services upon user's request, and it will be confirmed by contract signed by both parties, latest at the deadline for changes set in the contract, and in the list of tariffs.

Deadline for the change of the user package is up to 30 days from user's request. Change of the user package will be made on the first day of the next billing period. EPN will calculate the change price from the day when the successful change is made. If it is not possible to make the change of the user package, EPN will inform the user.

User contract can be changed only in one of the following ways:

- Replacing an old contract replaced by a new one, signing by legal representatives of both parties.
- With Annex of the Contract, marked with numbers, signed by legal representatives of both parties.

User will, in accordance with valid list of tariffs, pay for the costs of the user package.

EPN holds the right to change structure, content and tariffs of the user packages, and will inform user about these 30 days before the change is made.

8. Transfer of the contract

Contract for the same location, on the base of the written agreement between previous and new user, can be transferred to the new user and he will accept rights and obligations of the previous user.

Transfer of the contract will be regulated by a contract that defines rights and obligations of mutual agreement. New user will be charged for his take-over according to the new list of tariffs.

Upon written request and cost of the user, EPN can disconnect on one network connection point and connect it again on the other.

If the invoice is not paid 10 days after the re-sending of the invoice, EPN can stop delivering the services according to the contract, or simply terminate the contract.

9. Technical conditions

Connecting to EPN network can be done by EPN or its certified contractor only.

Connecting of the terminal equipment and other pre-work preparations can be done in total by the user, and upon user's request can be done by EPN, and it will be charged by the list of tariffs.

If the user give up from the contract before the connection is made, and EPN has already done the preparation work, user is responsible to pay for the work done, but up to the price of the ordered access to the services.

For successful connecting on EPN network, and establishment and use of the services, user will provide the following conditions and terminal equipment:

1. Suitable indoor space on the location in accordance with standard weather conditions for use of the electronic or communication devices,
2. all necessary home equipment,
3. connection suitable for terminal equipment,
4. analogue telephone with tone dialling system for the needs of the service,
5. signed contract about use of voice telephone services in fixed public telephone network with dominant operator of the fixed public network active on the user's location.

All equipment and installations must meet the standards for that kind of equipment.

EPN will not be responsible for any damage caused by use of the equipment or devices that are not in accordance with relevant standards or not intended to be used for the contracted services.

In relation with use of »“EPN 1024”« services, user is allowed to use only terminal equipment according to the regulations and current laws from the area of radio and terminal equipment, and electromagnetic compatibility, properly marked.

EPN or they certified contractor is, according to the contract, obliged to ensure use of the services to the user so that it make a connection between the user and the service “EPN 1024” with check-up of the quality of the connection on PSTN network.

Connection “EPN 1024” will be considered successful if there is a successful connection to the EPN network and do the test connection between user and “EPN 1024” service.

Deadline to make a connection for the service “EPN 1024” is 30 days from the day of the signing the contract by both sides and after the payment by the user is made. If the connection needs to be paid, EPN will charge for the connection the same day when the service is requested, no matter if it will be used by the user.

Rights and obligations from the contract start when EPN connect user on EPN network and/or successfully start delivery of the services and other services, under the conditions of chosen services, from the day of successful establishment of the service. By successful establishing of the service usage of the chosen services is activated. In case when the payment is to be made on the basis of time or transfer spent, usage will be charged in accordance with the list of tariffs.

User is obliged to make payments for establishment of the connection on EPN network and other services from the contract, according with valid list of tariffs and on the basis of the invoice sent. If according to the list of tariffs connection has to be paid, EPN will charge for the connection at the moment of signing of the contract, no matter if the user will or will not use the services. Possible additional services during the connecting EPN will calculate according to the valid list of tariffs.

10. Personal use of services

Rights for use of services according to this contract are not transferable. User is allowed to use the services only for personal use, and without written license EPN will not offer them in any form to other legal bodies or persons.

In case of user’s move, connection can be moved for the service “EPN 1024”, according to the technical possibilities on the new user’s location. Costs for the user’s move are defined by the list of tariffs.

11. Use of passwords

User is responsible for correct use of services and secrecy of passwords obtained in order to use the service. EPN enabled users to independently change necessary passwords for the web site <http://www.epn.ba>. EPN will change necessary passwords or disable access to the services immediately after user informs it about possible abuse – information must be given in person, in EPN's premises, with valid identification document or with written statement. EPN holds the right to verify identity of user who requests change of passwords in written. EPN cannot be held responsible for content or data users collect through the Internet connection and will not take responsibility for any damage that could be caused that way.

12. Privacy and security

To carry voice over the Internet and for data transfer EPN fully or partially uses public Internet network and networks owned by third parties. By signing the contract, user confirms that they are informed about the importance and consequences that can occur and violate the privacy due to data transfer over above mentioned networks. For the services provided, EPN will respect all relevant BiH laws on privacy in communications, but in the context of the ownership over VoIP technology, privacy and security of communications is not guaranteed more than it is usual in PSTN network.

EPN is obliged to respect user privacy and in no case, without prior consent, will disclose any information, private or other, to the third parties, unless this is necessary in cases where relevant BiH laws and regulations are in force.

13. Confidential information

Contracting parties keep confidential information and data in accordance with relevant laws. This obligation concerns all information given for the purpose of concluding the contract. Such information must not be disclosed to the third parties without written consent of the other contracting party and both parties are obliged to ensure this information is not misused.

15. Equipment maintenance

User is obliged, to obtain and install all necessary equipment and programs that are not subject of the contract and that are necessary in order to use the service without difficulties, at their own expense.

EPN is obliged to provide users with good quality service through EPN network and access to other networks in BiH and abroad. EPN maintain its network and services in accordance to relevant laws and regulations in force. EPN has its own User Help Desk which deals with malfunctioning reports and repairs, also providing assistance to the users in efficient use of services.

User is obliged to ensure to EPN or its certified contractor full access to telecommunication equipment at the network access point if necessary in order to set up and maintain the access or repair possible malfunctions in the service, or if it is necessary to remove access to the service.

User have to take account of his/her equipment and maintain it in the way it does not causes difficulties to the IP network or interferes with the network integrity. Violation of this regulation is considered as a serious breach of rights and obligations from the contract and can be a reason for immediate disconnection of the user from EPN's network until such reasons are eliminated.

EPN holds the right to occasional short interruptions in providing services, due to necessary maintenance works. Users will be informed about such interruption in advance, if possible.

EPN can occasionally interrupt the service for maintenance, expansion, modernisation and optimisation of the network. Such interruptions have to be announced to the users 24 hours in advance. Duration of the interruption have to be the shortest period of time needed to conduct the maintenance works.

EPN can occasionally interrupt the service if that is necessary due to error or malfunction, natural or other breakdown, etc. Duration of the interruption have to be the shortest period of time needed to conduct necessary repair works.

15. Abuse of the access to the service

In cases where user does not use the service and equipment in accordance with the contract, cause difficulties to the EPN or Internet network, hinder other users' actions or access information in the network without authorisation, EPN have the right to disconnect such user from the network, to warn they of misuse, and in the case where user does not eliminate reasons for disconnection, EPN can terminate the contract without any refund and it can charge the user for any expanses caused by their actions.

16. Limitations on use of services

User is strictly forbidden to transfer his/her rights from the contract, or equipment provided by the EPN for the service, to the third parties, without EPN's prior written consent. User is also forbidden to use EPN IPTel service for private calls, constant redirection of calls, telemarketing, mass faxing or other activities that are not in accordance with usual usage for companies. In cases where EPN determine EPN IPTel service was used for such activities, EPN have the right to terminate or to limit the contract without prior warning, as well as to

charge user for all expenses caused by above described activities. EPN have to provide the explanation for the termination or limitation of the contract in no longer than three days after it occurred, and to ask user to stop with misuse.

User is obliged to use all programming and technical equipment provided for the use of services by the EPN, in accordance with the contract, licences and other conditions for use of the mentioned equipment. User is especially obliged to sustain from the access to the programming codes and reverse engineering. In cases of use of services opposite to the above mentioned regulations and conditions from the licensed programming equipment, EPN cannot be held responsible for partial or full non-functionality of the EPN IPTel service, and at the same time EPN holds the right to terminate or to limit the contract without prior warning, as well as to charge user for all expenses caused by above described activities.

17. Switching off the services

EPN can one-sidedly switch off the service or terminate the contract without notice in the cases when user:

1. Abuses access to the service in accordance with the regulation 16. Abuse of the access to the service;
2. seriously violates the contract in accordance with regulation 5. Signing and termination of the contract;
3. do not customize work of the terminal equipment to the relevant regulations within 5 days after receiving written warning or after restoring connection of non-customized terminal equipment;
4. do not customize endurance of his/her equipment to the needed telecommunications traffic within 30 days after receiving written warning;
5. do not settle his debt from the contract on use of the services within 30 days after receiving the bill, or within the time framework stated in the written notice;
6. do not enable measuring, repairs or conducting other works by the EPN or its certified contractor, if there are disturbances in the network whose source is in the access point at the user's location, five days after receiving written notice;
7. disturb or in some other way obstruct the other users by his actions or with information;
8. allows and/or uses access to the EPN IPTel service to the third parties;
9. do not stop causing technical or other disturbances within 24 hours after receiving written warning from the EPN;
10. do not inform on change of personal information that could have impact on the contract within five days after receiving written warning from the EPN.

With termination of the contract based on the regulation above, rights and obligations of the EPN and user are terminated, except for unsettled debts, as user is obliged to pay for the provided service until the day of termination of the contract.

19. Termination of the contract

User can terminate the contract in written form at any time. Cancelling the contractual relation has to be delivered in written form in person, via fax, email or mail, signed or with the stamp of the accountable person which is cancelling the contract. EPN holds the right to conduct additional validation of the received request and to reject it if it concludes it is not valid.

Cancellation of the contract is valid from the first day of a month next to the month in which EPN received valid written cancellation. Reception of the cancellation is confirmed by a return letter or, if the cancellation was delivered in person, with confirmation of the letter of cancellation.

Any of the contracting parties can, in case of violations of the obligations from the contract, for which there are material proofs, cancel the contract in writing without notice, if the parties do not find another solution.

User is obliged to fully settle his/her debts from the contract for the period covered in the contract. If user does not enable EPN to conduct switching off the service, user is obliged to pay for the service as if he is still able to use the service, until the day the switching off is conducted.

User is obliged to return all equipment provided by the EPN for the use of the service in no longer than seven days from the day of cancellation of the contract. If user does not return the equipment received in line with the contract on use of services within the given deadline, undamaged and in original package, including all accompanying documentation, as well as undamaged label with serial number, respectively the bar code, EPN will charge fine envisaged in the contract and the value of the equipment according to relevant list of tariffs.

After termination of the contract, contractual parties are obliged to settle mutual obligations in no longer than seven days from the day of cancellation of the contract.

19. Tariffs, billing and settlement of liabilities

Tariffs of basic and additional services and its activation are determined by the list of tariffs. The prices are based on expenses of activation, maintenance and establishment of the system for providing services.

Charging of the expenses is conducted in accordance with the contract from the day of service activation. Any change in expenses ratio related to change of services will be charged in accordance with the contract regulations. Any change related to termination of services will be charged concluding with the day of termination of services.

Call tariff is determined by the call duration, zone distance and time period when the call was made. Unless otherwise stated in the contract, billing period for the subscription and traffic is one month. Surcharge for the additional billing period is charged retroactively, on the last day of the billing period.

EPN holds the right to change the structure and tariffs of the services listed in the list of tariffs. Change in prices of the services will be changed in accordance with the changes in the list of tariffs. EPN will inform users on changes of the list of tariffs in public media, at least in one daily newspaper, as well as on its web site: <http://www.epn.ba>. New prices will be applied one month after public announcement of the changes in the list of tariffs.

User is responsible for the use of the services and obliged to pay for all services accessed though the EPN IPTel service, regardless to the fact who actually used those services.

EPN sends the bill for the provided services at the latest 10th day in the month for the previous month, in accordance with prices and regulations stated in the list of tariffs. EPN sends the bill containing at least the following elements:

1. billing period
2. activation of the access to the services;
3. kind and amount of all possible one-time fees in the billing period for which the bill is issued;
4. use of services (subscription);
5. kind and amount of all monthly fees;
6. number of calls, duration of calls, number of charges split to: local calls, international calls, calls to the public switched networks;
7. kind and fee amount for other provided services;
8. total due;
9. payment deadline;
10. note that the bill is considered as the prompt note if the debt is not settled in no longer than 10 days after it was issued.

Activation of the access to the services is charged from the day when the contract came into force. Subscription is charged one month in advance. Made phone calls and additional services are charged on a monthly basis in the following month after the services are used, in accordance with the list of tariffs. Information obtained from the EPN system is used for accounting of the phone calls and other services. Possible deflection in traffic records of the users' internal tariff system comparing to the EPN records will not have impact on the bill.

User can order detailed listing of the provided services for the ongoing billing period, in writing or by fax. Listing will be charged in accordance with the list of tariffs.

User can request from EPN a detailed listing for made phone calls free of charge. User can request separate bill for the phone calls for the previous month or for a specific period of time, no longer than three months in advance. Request for the detailed listing for the previous month has to be submitted in writing in no longer than 15 days since the day of reception of the bill for that month. Detailed listing is usually sent to the user in electronic form. EPN will agree with the user on sending of the printed copy of the separate bill if the purpose of sent information is more appropriate in a printed form or if there is economic justification for such form.

User is obliged to pay the bill in no longer than 10 days after reception of it, or until the date stated on the bill, unless otherwise stated in the contract or relevant legislation foresees different procedure.

User is obliged to inform the EPN if they do not receive the bill for provided services until the 15th day of the following month, otherwise it is considered that user have received the bill one day after it was sent out.

User is obliged to ensure correct payment along with stating needed information. EPN is obliged to warn the user who is late with payments and to allow user 10 additional days to settle the debt. In cases of late payments, EPN will charge user for expenses of the prompt note in accordance with the list of tariffs and for interest rate foreseen by the law.

User is obliged to pay full price of the monthly subscription also in the case of temporary disconnection because of violation of the regulations from the contract or because of violation of General Terms of Service. If user does not settle his/her debt, EPN has the right to disconnect user, limit use of the user's package or to terminate the contract. Reinstallation of the user account is possible upon request and on expense of the user, but only after user settle all late and current liabilities, and only in case if the contract is not terminated yet.

20. Return of unused resources

User that uses prepaid services and packages can ask to be reimbursed for unused resources, but only in writing.

EPN will refund unused prepaid service amounting more than BAM 10.00 only in cases when the contract is terminated due to EPN's inability to provide the service or when the user terminated the contract during first billing period after activation of the contract, in accordance with the regulation 19. Termination of the contract. Amounts below BAM 10.00 will not be refunded.

If conditions from the above regulation are met, EPN will refund to user prepaid amount decreased with the VAT amount in no longer than 15 days since the day when the request was submitted.

21. Complaints on the bill

When the user is not satisfied with the quantity or the kind of the charged services, they have the possibility to send to EPN a written complaint with the explanation, within 8 days from the reception of the bill. If user fails to file complaint in due time, he lose the right to complain.

If user requests a detailed report, he has no longer than 8 days since the day of the reception of the report to file a complaint.

In cases when the filed complaint does not contain all necessary information for reaching decision or if there is a need for additional time to examine the circumstances, with reference to the actions that could have impact on the decision, EPN will inform the user about it in no longer than 8 days since the day of the filing of the complaint.

Complaint does not delay payment of the disputable part of the bill.

EPN decides whether the request will be accepted or rejected, and it will inform the user in writing on reached decision in no longer than 10 days since the day when the complaint was filed.

If EPN decides to accept the complaint on the issued bill or on the way it was calculated, EPN will reimburse user for all prepaid amounts that are subject of the complaint. EPN will refund all prepaid amounts in no longer than 15 days since the decision was reached.

22. Complaints on EPN's practice and decisions

User has the right to file a written complaint on all EPN's decisions and practice. Complaint has to be filed in no longer than 15 days since the day when disputable decision or practice was made. Complaint will be considered as filed in due time if sent by express mail at least on the last day of the due term. If the due time expires on Saturday, Sunday, holiday or non-working day, it will be considered as filed in due time if filed the next working day. EPN decides on a user's complaint on the basis of available documentation, but user might be invited for an interview. If EPN does not reach decision on the filed complaint in no longer than 15 days since the day when the complaint was filed, user can file a complaint to the Communications Regulatory Agency (RAK) in accordance with regulations of the Fixed Telephony Licence.

23. Change of data

User is obliged to inform EPN in writing on any change of data, in no longer than 5 days since the change was made. User will be charged for all financial and other consequences that could arise because of untimely information on the changes. EPN will accept changes from the day of reception of the written information and it will apply changes in the first billing period to come, which means it will not validate the changes retroactively.

24. Responsibility for damage

One contractual party is responsible for the damage they caused to the other contractual party. Responsible party has to pay for the damage in determined amount, which is limited to 12 monthly subscriptions for services from the contract, if serious negligence or intentional damage is in question.

EPN will not be responsible for any losses, damage, theft or change of the equipment or data owned, sent out, received, forwarded or stored in a private or public network by the user.

EPN will not be responsible for any damage, expenses or other financial and material consequences in cases of termination of the contract or in cases of interruption or difficulties

in the access to the services, if the access is made through the infrastructure which is being supervised by the third parties.

From the moment when the user notices any damage, or when the EPN proves any damage caused to it by the user, the user is obliged to pay compensation in the determined amount to the EPN in the course of 15 days, in accordance with the regulations from the contract and OUP.

From the moment when the EPN notices any damage, or when the user proves any damage caused to them by the EPN, the compensation amount is limited to no more than the amount of 12 monthly subscriptions for the services from the contract, which will be used for settling of debts the user has to the EPN. If the user has no debts to the EPN or if the foreseen amount is not enough to cover the damage, EPN will deduct the amount of the damage from the amount with which the user is charged for the services from the contract in the first previous billing period. If that amount is not enough for balancing the damage, the remaining part of the compensation will be paid to the user no later than the first billing period to come, in accordance with the limitations stated in the contract.

If the contract is terminated before the damage compensation is paid, EPN will pay the remaining amount of the compensation to the user's bank account, no later than 15 days since the service providing is ended.

25. Liability and force majeure

EPN will not be responsible for disconnection or difficulties in accessing services, such as slowing down of the transfer speed, because of the error or malfunction which is a consequence of a natural or other disaster or consequence of the acts of the third parties, which could not be stopped, removed or avoided by the EPN.

EPN will not be responsible for damage, expenses or other financial and material consequences in case of termination of the contract, disconnection from the services or in case of hindered access to the EPN network and Internet.

EPN will not be responsible for a failure to fulfil its obligations caused by the force majeure. Events that are out of EPN's control and unpredictable are considered as force majeure. EPN's failures are not considered as force majeure. EPN is obliged to inform users about the cases of force majeure in the fastest and the most efficient way. EPN is obliged to continue

with providing services in the shortest possible period of time as soon as the force majeure is ceased.

EPN will not be responsible for direct or indirect damage, expenses or other financial and material consequences in cases when EPN IPTel service is not available because of:

- a. Interruption in power supply, as long as disconnection lasts; after reinstatement of the service, it might be necessary to reinstall or reconfigure the equipment needed to the access to the service;
- b. interruption in functionality of the equipment and devices used in providing services, as long as interruption lasts;
- c. interruption or too much of noise in the access network, if interruption was not caused by the EPN.

26. Other regulation

All regulations are to be interpreted in accordance with the purpose of the contract.

If some of the regulations from the contract become invalid because of the amendments to the relevant laws or because of the regulations of the relevant state institutions, or because of the decisions of both contractual parties, that will not have impact on the validity of the other regulations from the contract. Contractual parties are obliged to replace invalid regulations without unnecessary delays.

27. Communication between contracting parties

Supplier always bears responsibility for the communication between contracting parties, unless otherwise stated in the contract.

Usual informative communication between contractual parties can be done orally, in writing, via e-mail, fax as well as through placing announcements on the web site: <http://www.epn.ba>.

Information on actions that will be a consequence of respecting any legal requests of the contractual party has to be delivered to the other contractual party in writing or other documenting way (via fax with confirmation on reception of the information with no errors, letter with confirmation on reception), including mailing on the address of the representative of the other contractual party. Content of the written communication has to be made in a way

enabling other contracting party to respond quickly and efficiently. When negotiating on demands, contracting parties can refer only to communication done in a form determined in this regulation. Decisions from this regulation do not relate to billing and prompt notes.

30. Concluding regulations

EPN holds the right to change and amend regulations of the General Terms of Use. EPN will inform the users about the changes and amendments to the regulations of General Terms of Use through public media, at least in one daily newspaper, and on its website:
<http://www.epn.ba>.

Changes will be taken into effect one month after public announcement of the changes and amendments.

Changes and amendments of the General Terms of Use will not have any impact on the contracts or parts of the contract which are in termination period.

Contracting parties can solve possible disputes with mutual agreements. In cases where agreement is not possible between contracting parties, or the case is in jurisdiction of the Communications Regulatory Agency, than dispute is in jurisdiction of the court in Sarajevo.

Taking of the General Terms of Use and its regulations into effect will be regulated by a special decision of the company's Director and will remain in force until the changes are made.

Number: CEO-04-427/2

Sarajevo, October 10, 2007

D I R E C T O R

Amir Orucevic