

# General Terms of Service of Iskon

## Article 1 Subject Matter of the General Terms of Service

1. These General Terms of Service represent the business operating conditions of Hrvatski Telekom d.d., Zagreb, Radnička cesta 21 (hereinafter referred to as: Service provider) for the provision of Iskon's publicly available communications services (hereinafter referred to as: Iskon Services) to the end-user.
2. For the purposes of these General Terms of Service, Iskon Services shall include: connection and access to the public electronic communications network, publicly available telephone services in the fixed public electronic communications network, image, speech, and sound transmission services via electronic communications networks, Internet access services, value added services, Internet voice transmission services, as well as any additional services provided under these General Terms of Service.
3. The basic technical characteristics of Iskon's Services, depending on the individual service, are available to end-users on the website ([www.iskon.hr](http://www.iskon.hr)) as well as in other appropriate places (offers, written materials).
4. These General Terms of Service shall not apply to the services of transmission of programs via the Internet Protocol and to other services which are excluded in the following text or their use is regulated by special conditions of use of Iskon which are adopted in accordance with applicable regulations.
5. The provisions of the valid law in the field of electronic communications, by-laws adopted on the basis of that law and other relevant regulations of the Republic of Croatia shall apply to all interactions between the Service Provider and end-users that are not specifically regulated by these General Terms of Service.

## Article 2 Terms and Definitions

For the purposes of these General Terms of Service, each of the following terms shall have the following meanings:

- Publicly available fixed network telephone service (public voice telephony service): a service available to the public for making and receiving national and international calls and for accessing emergency services by dialing numbers from a national or international numbering plan; and which may include, as appropriate, one or more of the following services: customer service, directory enquiry services and directories, public pay telephone service, providing services under special conditions, providing special equipment to consumers who are persons with disabilities or underprivileged persons, and providing services using non-geographic numbers.
- Additional services: Iskon Services that by their nature complement or depend on another Iskon Service (note: some additional services can only be used with terminal equipment that supports such services).
- Subscriber: a legal or natural person which has entered into an agreement with the Service Provider for the provision of services that are the subject of these General Terms of Service. (Please note: In the text of the General Terms of Service, only the term "Subscriber" is used, however, all provisions of these General Terms of Service also apply to the person that actually uses the services regardless of the contractual relationship, except when they are not applicable to them).
- Temporary Subscriber: a legal person to which the Subscriber Agreement has been transferred in accordance with these General Terms of Service.
- Subscriber Agreement: an agreement between the Subscriber and Service Provider on the provision of a service that is the subject of the General Terms of Service.
- Service Applicant: a natural or legal person that submits a request for concluding an agreement with the Service Provider.

- Terminal equipment: telecommunications equipment directly or indirectly connected to the Service Provider network.
- Local installation: for the purposes of these General Terms of Service shall mean an installation at the Subscriber's location that enables the connection of the telecommunications equipment of the service provider, of a quality corresponding to the standard for xDSL signal transmission and extending from the telecommunications (TK) cabinet to the telephone socket (device).
- Service Specification: an integral part of the Price List that includes a description, specifics, and associated prices of each Iskon Service, which is available to the Iskon Service Subscriber at any time at the Service Provider points of sale or websites and forms an integral part of the Subscriber Agreement.
- Suspension of Iskon Services: disabling the Subscriber from using a certain service, which may occur when the conditions for temporary disconnection are met in accordance with the applicable regulations, i.e. these General Terms of Service.
- Request: a request to enter into a Subscriber Agreement with the Service Provider and/or any subsequent request to provide an Iskon Service and/or to amend the Subscriber Agreement, unless stated otherwise.

### **Article 3 Establishing a Subscriber Agreement**

1. When contracting the Iskon Service, the Service provider shall clearly inform the Subscriber and submit these General Terms and Conditions, the Service Specification and the Price List of Iskon or, with the consent of the Subscriber, instruct him in writing that he can download them from the Service provider's website. By concluding the subscription contract, the Subscriber accepts the terms of use of the Iskon Services established by these General Terms and Conditions. These documents, with the Confirmation of the Subscriber that the General Terms and Conditions and the Specification of the Service contracted by the Subscriber with the Service Provider have been served with him, or that he agrees to download them from the website of the Service Provider, form an integral part of the contract and contractual documentation. Verification of the availability of the service performed by either the sales representative of the Service provider, or the Subscriber himself through the Internet site, does not constitute a complete and final verification of the possibility of delivering the service. Before concluding the contract, the Service provider shall allow the consumer, free of charge, to review the Contract Summary (hereinafter: Summary) whose minimum content is determined by the regulations in the field of electronic communications.
2. After the Service Provider receives the signed contract or distance request for Iskon Services, within 15 days from the date of conclusion of the contract, it shall perform a technical verification and shall provide the Subscriber with a confirmation of technical possibility or a notification of the technical inability to provide the service with an explanation. If the Service Provider does not provide the Subscriber with the notification or confirmation in question, the Subscriber has the right to unilateral termination of the Subscription Contract without charging an early termination fee, until the realization of the contracted service. Within 30 days from the date of signing the contractual documentation or from the receipt of the request at a distance, the Service Provider shall realize the requested service at the connection location specified in the Request, i.e. enable the Subscriber to use the Iskon Services under the conditions defined in Article 5 of these General Terms and Conditions (hereinafter: Service Activation). After the expiration of this period if the service is not realized, the Subscriber has the right to terminate the Subscriber Agreement without being charged a fee for early termination of the agreement by submitting a request to terminate the agreement and the right to compensation for delays in the service as described in paragraph 9 of this Article. In the case of subsequent requests for the provision of a service or changes to the subscription contract when it comes to upgrading an existing service or contracting a new service, the deadline for realization is 15 days. This deadline applies only in the case when the technology of providing the service does not change when contracting a new service and does not apply to business users for whom only a period of 30 days for the realization of the service is applicable. The deadline for the implementation of the Request shall not run if it is necessary to perform additional works on the construction of a connection point, if the Subscriber is not available on site, if the Subscriber has agreed to a longer implementation period, during force majeure, due to

third party actions or inability to access infrastructure and/or network due to the actions of third parties, provided that the operator has previously taken all necessary actions in a timely manner to access the infrastructure and/or network.

3. The Subscriber Agreement between the Service provider and the Subscriber shall be considered concluded at the moment of signing the contractual documentation which contains the Summary or after the Subscriber has confirmed his consent to conclude the contract in accordance with the provisions of the regulations in the field of electronic communications. The request accepted by the Service provider together with these General Terms of Service, the price list, and the Specification of the Iskon Service, shall constitute a Subscriber Agreement in terms of these General Terms of Service. The right to charge begins with the activation of the service. The Subscriber may independently determine the day of concluding the Subscriber Agreement with the Service provider, provided that all technical and administrative preconditions necessary for concluding the agreement have been met. The Subscriber shall agree to bear all costs possibly incurred for the Service provider that arise as a result of such a chosen day of concluding the agreement. The day of concluding the agreement may be determined by the Subscriber no more than 90 (in words: ninety) days in advance.
4. The contract concluded outside the business premises is considered concluded on the date of signature of the Subscription Contract i.e. the Summary by the Subscriber, and the termination period shall be specifically indicated on the contract documentation in accordance with the provisions of a special law and begins to run from the date of conclusion of the contract.
5. In the case of concluding a distance agreement, the Service provider shall provide the Subscriber with a confirmation of the concluded agreement i.e. the Summary on a durable medium in accordance with the provisions of a special law. In that case, the Service Provider will ask the Subscriber to provide a confirmation of its consent in accordance with the provisions of a special law governing consumer protection. The Subscriber may give confirmation of his consent in writing, electronically or by paying the first invoice, of which the Subscriber will be notified in the telephone conversation and in the written confirmation of the conclusion of the contract. Consent by paying the first invoice is not possible if, at the end of the period of minimum mandatory duration of the contract, a new contract with a minimum mandatory duration is concluded, where the basic terms of the contract (type of service and price) remain unchanged. A contract concluded remotely via the Internet shall be deemed to have been concluded on the date on which the Subscriber submitted a confirmation of his consent, which also applies to the contract concluded remotely, by telephone. The deadline for termination of the contract shall run from the day of concluding the agreement.
6. Individual additional Service of Iskon, the use of which is technology-dependent on the provision of another service in accordance with the corresponding specification of the service from the Price List of Iskon, shall share the same legal status as the service which is a prerequisite.
7. In the case of concluding a Subscriber Agreement in which there is a certain trial period of using the Iskon Service within which the Subscriber may cancel it free of charge, the Service provider shall inform the Subscriber in writing, within five days before the expiration of the trial period, that in the case of entering into an agreement with a fixed term, after a certain date the agreement will not be able to be terminated without paying the fee.
8. The Service Applicant shall, with prior written notice to the Service provider, be authorized to withdraw from the submitted Request until the moment of acceptance of the Request by the Service provider in accordance with the general regulations of law of obligations.
9. In the event that the Service provider fails to deliver the contracted service within the period referred to in paragraph 2 of this Article, and the Subscriber has not exercised the right to terminate the agreement and the delay has not occurred due to the reasons stated in the paragraph in question, the Subscriber shall be entitled to a compensation for delay in the amount of thirty euros (30,00 EUR) per day for each day of delay until the day the service is provided or the date of termination of the agreement. The amount of compensation is calculated for a maximum of fifteen (15) days of delay or interruption of service. The request for payment of compensation shall be submitted in writing or electronically within thirty (30) days of the realization of the service. If the Iskon Service is not delivered even within 45 days from the date of signing the contractual documentation or receiving the request at a distance, the Subscriber has the right to terminate the contract without paying the early termination fee, regardless of the

ealized right to the above mentioned compensation.

#### **Article 4 Rejection of the Request to Enter into a Subscriber Relationship**

The Service provider shall have the right to reject the Request to enter into a Subscriber Relationship in the following cases:

- if at the connection location there are no standard technical conditions for connection to the Service provider network, i.e. the provision of the Iskon Service;
- if the Request is not duly completed;
- if the Service Applicant fails to provide the Service provider with proof of identity, as well as all data and/or documents necessary for concluding the Subscriber Agreement in accordance with these General Terms of Service;
- if the Service Applicant is a minor, or a person with limited or no legal capacity, and does not have the valid approval of a legal representative, or has an absence of the authority or right to representation;
- if there is a reasonable suspicion that the information on the identity, i.e. legal capacity of the Service Applicant and their solvency are incorrect or untrue;
- if bankruptcy or similar proceedings have been initiated against the Service Applicant or if they become insolvent or over-indebted, or if, according to the Service provider's reasonable assessment, they will not be able or do not intend to settle their debts for services rendered;
- in the event that there is a debt that is disputed before a judicial or extrajudicial body, and the Subscriber requires the delivery of the same service;
- if there is a reasonable suspicion that the Service Applicant is misusing or intends to misuse any of the services provided by the Service provider or if they allow a third party to misuse these services or if the Service Applicant has failed to report the misuse of these services by third parties;
- in other cases provided for in the service specification for a particular service from the Iskon Price List.

#### **Article 5 Service Activation**

1. Service Activation shall mean the connection of telecommunication terminal equipment to the Service provider network at the connection location specified in the Request to enter into a Subscriber relationship, i.e. enabling the Subscriber to use the Services by the Service provider.
2. With service activation, the billing and collection shall begin, as well as the fixed-term period of the agreement, if the same has been agreed, in accordance with these General Terms of Service. Activation of the service during the installation of telecommunication terminal equipment by the Service provider shall occur on the day of the successful installation of the equipment at the connection location.
3. For the purpose of using certain Iskon Services, the Subscriber may choose to self-install telecommunication terminal equipment. In that case, the activation of the service shall occur on the day of receiving the telecommunications terminal equipment by the Subscriber or on a specific date that the Service provider shall communicate to the Subscriber.
4. The Service provider shall enable the use of its services to the Subscriber that has all the technical prerequisites for the use of the requested service. Technical prerequisites shall depend on the type of service requested, and shall be specifically stated in the description and specification of each service.
5. At the connection location, the Subscriber shall provide, at their own expense, appropriate telecommunication terminal equipment, power supply necessary for its installation, operation and maintenance, and an appropriate computer program that provides access to the service. Telecommunication terminal equipment, including the Local Installation, which is connected to the Service provider network, must comply with the applicable regulations.
6. The Subscriber shall provide an appropriate Local installation for the provision of Iskon Services within a maximum of 60 days from the day of concluding the Subscriber Agreement with the

Service provider, unless otherwise provided by the Subscriber Agreement. If during the implementation of the requested service it is determined that the Subscriber does not have a correct subscriber installation, the Services shall not be implemented and the Subscriber shall have the right to terminate the Subscriber Agreement without paying a fee for early termination of the agreement, but shall reimburse the Service provider for the cost of activating the wholesale service if the service was to be provided through another operator's network.

7. The Subscriber shall, at their own expense, make sure that the Service provider has access to the facility at the connection location, i.e. enable the use of the Subscriber's property free of charge, to the extent necessary for the performance of works on testing, installation, and maintenance of the telecommunication connection line and/or telecommunication terminal equipment, i.e. the provision of the required service. The time in which the Service provider is not allowed access to the facility at the connection location for reasons beyond Service provider's control will not be included in the deadline for connection of telecommunications terminal equipment and activation of the service.

## **Article 6 Procedures for Activating Additional Services and Changing Subscriber Packages**

1. Following the establishment of the Subscriber Relationship, certain Iskon Services shall be available to the Subscriber through publicly announced activation procedures. If the conditions for the requested service, tariff option, or package are met, the Service provider shall issue a confirmation to the Subscriber of acceptance of the request with the date of activation of the service. The provisions of Article 2 para. 3. of these General terms shall apply accordingly on aforementioned.
2. The Subscriber Agreement shall be considered concluded upon signing the contract documentation which contains the Summary, i.e. after the Subscriber submits confirmation of his consent. The Service provider shall issue or send to the Subscriber a written confirmation of activation of the additional service together with the conditions of its use and instructions on the right to terminate the agreement in accordance with special laws or send an electronic confirmation where it is not possible to send a written confirmation.

## **Article 7 Data on the Service Applicant/Subscriber**

1. The Subscriber shall provide the required information and/or documents necessary for their identification and for the purpose of establishing and fulfilling the rights and obligations from the contractual relationship in the form requested by the Service provider, and in accordance with special regulations.
2. Information concerning the contractual relationship, which are necessary for the execution of the agreement, in particular include the use of data to verify the identity of the Subscriber, the solvency of the Subscriber, the provision of contracted services, billing and collection of costs, delivery of ordered products, contacting the Subscriber if necessary in connection with the provision of services, installation of devices, repair, resolution of complaints, eliminating disruptions, monitoring and ensuring the quality and safety of services and products, customer support, advice and assistance in the use of products and services, and other actions related to the conclusion and execution of the agreement in accordance with applicable regulations. The legal basis for data processing for these purposes is the necessity to execute the Subscriber's agreement or to take measures at the Subscriber's request before concluding the agreement. In the event that the Subscriber does not wish to provide information necessary for the purpose of concluding and executing the agreement, the Service provider shall not be able to enter into the agreement and/or perform certain actions related to the execution of the agreement. The Subscriber shall give their consent for the processing of data from this paragraph, which is understood as the content part of the service in question, by submitting the Request, i.e. by using the service in question. Subscriber data may also be processed for other purposes specified and permitted by law.

3. The Service provider uses certain data of the Subscriber exclusively for the purposes of its own records, for the purposes of protecting the legitimate interests of the Subscriber and/or the Service provider. This includes, for example, the use of Subscriber data to prevent, detect, and prosecute misuse to the detriment of the Subscriber or the Service provider, to ensure the security of employees, Subscribers, Service provider's products and services, to create services and offers that meet the needs and desires of Subscribers, providing top-quality user experience, personalized customer support, market research and analysis, electronic communication network optimization, etc. The legal basis for data processing for these purposes is the legitimate interest of the Service provider.
4. Under the condition and within the submitted declarations of the Subscriber's will, the Service provider shall be authorized to:
  - directly promote Iskon's services and products in order to better inform the Subscriber about the range of the Service provider's products and services through written notices, e-mails, telephone, text messages (SMS; MMS), direct contact by an authorized sales representative, and other appropriate means;
  - collect and process Subscriber data, such as data on services and products, master data, data on the method and history of payment for services, electronic communications, etc.
5. The Subscriber has been informed in detail about the processing of data through the Privacy Policy aimed at protecting Subscriber data published on the website [www.iskon.hr](http://www.iskon.hr).
6. Any consent and/or declaration given in accordance with this article may be revoked or limited at any time free of charge, in whole or in part, by submitting a request to the Service provider through the user pages, in writing, in person, or by mail.
7. The Subscriber must notify the Service provider of any change in personal data from the Request immediately, and no later than within 15 days of the change. The Subscriber shall be solely responsible for any damage that may occur in the event of failure to comply with this obligation. Otherwise, the delivery will be deemed to have been duly made on the basis of existing data.
8. With the consent of the Subscriber, data on the Subscriber are published in the public telephone directory, until revoked, to the extent determined by the Subscriber (the necessary data for the purpose of the directory – public availability of data on Subscribers, are name and surname, telephone number, and address). Subscribers that are legal persons may not request a restriction on the entry of data necessary for basic identification and communication in the public directory. The directory shall be published in electronic form and through the directory enquiry services. With the consent of the Subscriber, the reverse search (telephone number search) may be enabled within the electronic edition.
9. The Subscriber shall receive identifiers (e.g. PIN, username, password) which are used to authorize access to the Iskon Service, and which they shall protect from unauthorized use. The Subscriber shall be held liable for all activities performed under their identifier. The Service provider shall not be liable on any grounds and for any damage that may occur to the Subscriber and/or third parties, due to acts contrary to these provisions and/or due to improper handling of the Subscriber's identifier and/or misuse and/or unauthorized use of any Subscriber's identifier. In case of misuse or suspicion of misuse of the identifier, the Subscriber agrees that the Service provider shall have the right to charge them for all costs incurred under their identifier, until the moment of reporting the misuse to the Service provider. Reports of unauthorized use of the identifier shall be considered valid, if reported by telephone, on any day between 12 a.m. and 12 p.m. to the telephone number of the Technical Support Service at 0800 6320, with the obligatory statement of the information necessary for the assessment of the veracity of the report.

## **Article 8 Pricing (Rates) And Terms of Payment**

1. The prices of services charged by the Service provider on the basis of these General Terms of Service shall be determined by the valid Iskon Price List. The prices of each individual service shall be visibly described and listed in the Iskon Price List. The Service provider shall retain the right to change the Price List, publish it and make it available in accordance with applicable regulations.
2. The price list, including the specification of Iskon Services, shall be available at all authorized points of sale as well as on the official website: [www.iskon.hr](http://www.iskon.hr)

3. In the event of inflation, the Service provider has the right, and in the event of deflation, the obligation, once a year to harmonize the prices of its services with the Consumer Price Index in the Republic of Croatia, which is published by the State Bureau of Statistics (<https://dzs.gov.hr/>) at the beginning of the year and which covers the entire past year. The annual average price of goods and services for personal consumption is relevant, i.e. the average annual inflation rate, which measures inflation based on the change in the average Consumer Price Index from year to year. In the event of inflation, the Service provider is authorized to harmonize the prices of its services with the Consumer Price Index by the end of the calendar year in which the State Bureau of Statistics publishes the average annual inflation rate for the previous year. In the event of deflation, the Service provider will harmonize the prices of its services within 90 days from the date of publication of the Consumer Price Index. The Service provider has no right or obligation to adjust the prices of services when the average annual rate of inflation, i.e. deflation, is between -2 percent and +2 percent. In case of adjustment of the prices of Iskon Services in accordance with the provisions of this paragraph, the Subscriber does not have the right to terminate the contract without compensation as stipulated in paragraph 9 of this article of the General Terms and Conditions. The Service provider has the right to adjust prices to the full amount of the average annual inflation rate and is authorized to adjust prices in a lower percentage than the published average annual inflation rate for the previous year. In no case, price adjustments that the Service provider implements based on this paragraph may result in a price increase that exceeds 10 percent per year.
4. The installation/activation price is a one-time fee paid for the connection of the Subscriber's telecommunication connection line. The price of installation/activation shall be charged as part of the regular Service provider invoice. The installation/activation price shall be charged to the first following Service provider invoice for the service that was the subject of the installation/activation.
5. The Service provider network access service fee shall be paid monthly and shall be called the monthly access fee. The price of the monthly access fee shall depend on the way users access the Service provider network and the user package. The price of realized traffic shall be determined by type of traffic, type of service, type of network, zone of the country with which the connection was established and the time in which the connection was established, according to the duration of the unit of account or the amount of data traffic/transmitted data.
6. The price of an individual call for the Subscriber shall be expressed per second with an indication of the applied unit of account and the fee for establishing the call or the minimum duration of the call, if applicable. Units of account shall mean time intervals through which the realized traffic is calculated and charged. The time interval shall usually equal 1 second, but can also be 15 or more seconds depending on the individual tariff system or user package. Whole units of account shall always be calculated and charged, which means that the call shall be calculated and charged as the sum of units of account during the call, and the unit of account within which the call ended shall be calculated as a whole unit of account.
7. As a rule, Service provider's services shall be charged on a monthly basis through an invoice issued by the Service provider. The invoice shall be issued in paper or electronic form in accordance with special regulations. Upon request, the subscriber's invoice shall be available in a form adapted for blind and partially sighted people.
8. The monthly fee for the first month of the service provided shall be charged in proportion to the number of days for each day until the end of the month in which the service was activated.
9. The Service provider may introduce, change, or cancel user packages, tariff options and tariff models, change or cancel a transmission speed and certain special services, or conditions for their application, with prior notice to the Subscriber at least 30 days before the aforementioned amendments in writing or electronically form.. In the event of a change in user packages and/or tariff options and/or tariff models and/or transmission speeds, or conditions of providing a particular Iskon Service, the Subscriber has the right to continue using the Iskon Service under such changed conditions without the need for additional actions by the Subscriber. If the Service provider ceases to provide certain user packages and/or tariff options and/or tariff models and/or transmission speeds for any reason, the use of an individual Iskon Service shall continue to be charged at the standard prices and conditions of the Service provider that are valid at that time or at the prices and conditions set for that purpose by the Service provider in the Subscriber's

migration process. In the event of changes in the terms and prices of Iskon's Services, which are less favourable for the Subscriber compared to the previously agreed terms and prices, the Subscriber shall have the right to terminate the contractual relationship free of charge within two months from the date of delivery of the notification of changes in conditions or prices, of which they will be notified in writing or electronically.

10. The Subscriber is assumed to receive a regular Service provider's invoice regularly each month. The Subscriber shall bear the costs of payment transactions that may be incurred in connection with the payment of the invoice.
11. If due to the Subscriber's omission, the data on the Subscriber's identity, account number, reference number, or any other information required for the correct recording of the payment have not been entered correctly in the payment form, the Service provider shall not be liable for the inability to record the payment for the stated reasons, until the Subscriber submits a proof of payment to the Service provider.
12. For late payment of Service provider's invoices by the Subscriber, the Service provider shall have the right to charge default interest based on applicable regulations.

## **Article 9 Collection of Receivables**

1. The Subscriber shall settle the entire calculated amount of the invoice by the due date stated on the Service provider invoice.
2. If the Subscriber fails to pay the full amount of the invoice by the due date stated on the invoice, the Service provider shall provide a reminder to pay the invoice in written or electronic form (hereinafter referred to as: the Reminder). The Reminder shall contain a warning that the Service provider shall temporarily disconnect the Subscriber's telecommunications terminal equipment, i.e. limit the use of the service if the Subscriber fails to settle the debt from the Reminder within 30 days from the day of delivery of the Reminder.
3. The Subscriber that lodges an objection in accordance with Article 14 of these General Terms of Service shall be obliged to pay by the due date of the invoice the undisputed part of the invoice amount or the average amount they were indebted for in the three months prior to the objection period.
4. If the Subscriber fails to settle the due debt under the Reminder in full, and has not filed an objection in accordance with Article 14 of these General Terms of Service, the Service provider shall have the right to temporarily disconnect the Subscriber's Telecommunication Terminal Equipment, i.e. to restrict the use of services in accordance with Article 17 of these General Terms of Service. The temporary disconnection of the Subscriber's Telecommunication Terminal Equipment, i.e. the restriction on the use of services shall, depending on Service provider's technical capabilities, apply only to those services for which the due amount has not been paid.
5. During the temporary disconnection of the Subscriber's Telecommunication Terminal Equipment, i.e. restrictions on the use of services, the Subscriber must still be able to receive incoming calls, as well as make outgoing calls to emergency services and the toll-free number of the operator's Subscriber helpline.
6. If the Subscriber fails to settle the debt within the next 30 days from the day of temporary disconnection, i.e. restriction of the use of services referred to in paragraph 4 of this Article, with the exception of Article 17 para. 7 of the General Terms of Service, the Service provider shall have the right to permanently disconnect or suspend the provision of the service and terminate the Subscriber Agreement in accordance with Article 19 of these General Terms of Service. The Subscriber agrees and accepts that the Service provider may not be able to continue delivering the service in the event of removal of the grounds for permanent disconnection and has the right to reject the request to reconnect a permanently disconnected Subscriber. Reconnection of a permanently disconnected subscriber shall be charged in accordance with the Iskon Price List.
7. In the cases listed in paragraphs 4 and 5 of this Article, the Service provider shall not be liable for any damage that may occur to the Subscriber due to temporary disconnection or restriction of the use of services.
8. The Service provider shall be authorized to assign claims against the Subscriber to third parties, e.g. banks or debt collection agencies in accordance with specially agreed conditions and without

additional costs for the Subscriber, and in the manner and in accordance with applicable regulations.

## **Article 10 Service provider obligations**

1. For the purpose of providing Iskon Services, the Service provider shall:
  - assign to the Subscriber a specific telephone number in the Service provider network assigned to the telecommunication connection line installed at the connection location. Notwithstanding the above, the Service provider and the Subscriber may agree on the transfer to the Service provider network of a telephone number assigned to the Subscriber by another operator of publicly available telephone services, in accordance with applicable regulations and internal procedures of the Service provider on number transfers;
  - assign to the Subscriber, for services that by their nature require it, the Subscriber's name and identification codes and passwords (e.g. for authorization of Internet access) that the Subscriber may use for the purpose of easier access to the Service provider and its services;
  - enable detailed review and printing of all calls and invoices for the period back one year through the user pages, and upon request in writing, free of charge;
  - connect its electronic communications network with other electronic communications networks in the Republic of Croatia and abroad in order to enable direct and indirect communication of the Subscribers of these networks in accordance with applicable regulations and international standards and recommendations;
  - expand the capacity of its telecommunications system in line with the growing number of Subscribers;
  - ensure the proper and uninterrupted operation of its telecommunications system;
  - provide a free Customer Support Service with regard to Iskon Services on the toll-free number 0800 1000, and a Technical Support Service on 0800 6320;
  - depending on the nature of the Iskon Service, provide an electronic communications network and equipment necessary for the use of the Iskon Service;
  - depending on the nature of the Iskon Service, allow the Subscriber to use his own terminal equipment for using broadband Internet access service whereby the Service provider may require the use of their own network terminal (ONT) when providing a service over a fiber optic network
  - provide the Subscriber with an appropriate excerpt from the valid Iskon Price List free of charge and in an appropriate manner;
  - automatically record data on services provided for the purpose of billing and collection for services and enable, at the request of the Subscriber, a review of this data through a detailed printout of the invoice in accordance with applicable regulations;
  - enable Subscribers to access content via the TCP/IP network. Any content available through Iskon Services, as well as software packages for security protection of the Service provider, in case they differ from the packages recommended by the Service provider, is used by the Subscriber at their own risk, and the Service provider does not bear any responsibility for their content or quality;
  - when activating the Internet access service, secure the user account from unauthorized use, in such a way that only the Service User has access to the Internet through their user account;
  - at the latest when activating the service, submit or deliver to the User a written instruction on the methods and measures of protection against possible misuse and fraud in the public communications network.
2. If the Service provider has fulfilled the obligation from the last two points of paragraph 1 of this Article, the User shall be responsible for the application of all security and other measures necessary for the protection of the Subscriber terminal equipment, computer programs, and data. The Service provider shall bear no responsibility for unsatisfactory quality of service or damage that could occur if the User uses the terminal equipment in a manner contrary to the instructions of the Service provider and these General Terms of Service.

## **Article 11 Quality of Service and Maintenance and Inspection of Terminal Equipment**

1. The Service provider shall provide services with a level of quality that is in accordance with all applicable technical standards and regulations of the Republic of Croatia.
2. Transmission range/speed of an individual Iskon Service shall be the maximum transmission range/speed which is subject to changes depending on the network load.
3. The Subscriber agrees and accepts that within the technical and operational capabilities of the Service Provider system, there are possibilities that a particular Iskon Service will not be available at all times. Also, the Subscriber agrees and accepts that due to the above, there may be a delay in sending or receiving data transmitted through the Service provider system.
4. In particular, the Subscriber agrees and accepts that when providing certain Iskon Services based on IP (Internet Protocol) technology, there may be deviations in the quality of service provision (e.g. delay in sending or receiving data). For some Iskon IP-based Services, the Service provider cannot guarantee the accuracy of the location from which the call was made, including calls made to emergency numbers. Also, some of Iskon's IP-based services shall not be available in the event of a power outage. The aforementioned characteristics and deviations in the provision of certain Iskon services shall be listed in more detail in the service specification in the Iskon Price List. In the described cases, the Service provider shall not be liable for any damage that may be caused to the Subscriber or third parties, unless the damage was caused by intent or gross negligence solely on the Service provider part.
5. The Subscriber agrees and accepts that the speed of broadband Internet access is not always the same, and that the speed actually delivered may deviate from the agreed speed of access. Some of the reasons that lead to deviations in the speed of broadband Internet access may be: insufficient quality of the infrastructure on which the service is provided, congestion, inadequate quality of local installation in the end-user's space, interference with other electrical devices, faulty network card of the end-user, inappropriate device with which the end-user connects to the Internet, etc. The Service provider shall determine the minimum broadband Internet access speed for its packages in such a way that it represents a value of at least 70% of the maximum (advertised) broadband Internet access speed or the maximum speed of the previous lower retail package, whichever is more favourable for the Subscriber.
6. In the event of a Subscriber's complaint about the speed of broadband Internet access, the end-user must submit to the Service provider the results of a minimum of three (3) measurements performed over a period of five (5) consecutive days with the obligation of a maximum of one measurement within 24 hours, about which the Subscriber shall be informed on the request form to enter into a subscriber relationship and during the dispute resolution procedure. The measurement shall be performed through a certified tool for measuring the speed of broadband Internet access, developed by the Agency. The measurement results shall constitute appropriate evidence in the procedure for resolving the end-user's complaint referred to in Article 14 of the General Terms of Service. If the Service provider has failed to provide the Subscriber with the agreed or minimum speed of broadband Internet access, the Service provider shall offer the Subscriber to terminate the agreement without paying fees or, with the Subscriber's consent, may enable a switch to a package that is more suitable for the realistically achievable speed of broadband Internet access or a reduction of the monthly fee.
7. In case of filing a complaint of a Subscriber who uses his own terminal equipment, the Service Provider will carry out a check in the part of the network that is owned by him or is in his area of responsibility and if he fails to detect the cause of the disturbance, he will instruct the Subscriber in the use of terminal equipment owned by the Service provider for the purpose of determining the interference.
8. If, due to technical interference and/or reduction of the quality of the service for which the Service provider is responsible, which it failed to repair within twenty-four (24) hours from the moment of its identification, the Subscriber was prevented from accessing or using the Iskon Services, the Subscriber shall be entitled to a reduction of the monthly fee for the use of the service in proportion to the duration of the interference or the Subscriber shall be compensated in some other way. The reduction of the monthly fee shall be made on the first next Service

provider invoice. In the event of termination of the subscriber relationship, if the Subscriber has previously paid the due amount of the fee, the amount of the reduction shall be paid to the Subscriber to the account specified in their request. The Service provider shall not be obliged to compensate the damage if the reduction in quality was caused by force majeure, faulty Subscriber terminal equipment or its improper or unauthorized use, a breakdown in the subscriber's home installations, and/or prolonged works due to the rectification of an interference caused by the Subscriber's actions.

9. The terminal equipment that the Service provider makes available to the Subscriber shall be deemed to be exclusive property of the Service provider, unless otherwise specified in the Subscriber Agreement. During the subscription relationship, the Service provider shall maintain, repair and, if necessary, replace defective terminal equipment. The Subscriber shall return the leased equipment to Service provider in good and functional condition after the termination of the Subscriber Agreement. The Subscriber must return the Subscriber terminal equipment within fifteen (15) days from the date of issue of the invoice in which the fee for the equipment was charged, in which case the fee in question will be reversed. In the event that the Subscriber does not return the Subscriber's terminal equipment within the prescribed period, it becomes the Subscriber's property with the obligation to pay compensation that was contracted at the time of the conclusion of the contract, which corresponds to the amount reduced by the value of the used equipment in accordance with special regulations regulating calculation methods and allowed depreciation rates. The description of the subscriber terminal equipment and the restrictions regarding the use and/or capabilities of the equipment, if any, shall depend on the individual contracted service, and shall be detailed in the Specification of each service.
10. The Service provider shall make every effort to ensure the integrity and continuity of the network and to take all necessary activities to test or repair terminal equipment as soon as possible. For this purpose, the Service Provider shall have the right to conduct an inspection of the integrity of the Subscriber's terminal equipment by remote access and at the Subscriber's location. The Subscriber shall provide the Service provider with free access to the terminal equipment installation area, and allow free access to the installed terminal equipment for the purpose of regular maintenance and its removal in the event of termination of the Subscriber relationship, with prior notice to the Subscriber by the Service provider.
11. The Service provider shall ensure the correct and uninterrupted operation of its telecommunications system. For this purpose, the Service provider shall regularly maintain its capacities and monitor the functioning and quality of the service in accordance with technical standards and regulations, as well as maintenance plans for the correct and uninterrupted use of services. In order to prevent network congestion, the Service provider shall take appropriate measures to achieve efficient use of network resources.
12. The Subscriber undertakes not to open, damage or in any way change the network terminal equipment and not to move the said equipment from the connection location for which it is intended. All maintenance and all changes to the installed network terminal equipment may only be performed by persons authorized by the Service provider, unless expressly stated otherwise in the Iskon Service Specification.
13. The Subscriber shall be held liable for any damage caused by improper or unauthorized use or misuse of network terminal equipment resulting from failure to pay due attention or intent, and for damage caused by faulty installations to which the terminal equipment is connected, due to faulty terminal equipment owned by the Subscriber, or equipment without a certificate connected to the terminal equipment of the Service provider. In case of any malfunction, damage and loss, or theft of terminal equipment, the Subscriber shall immediately report it to the Service provider on the telephone number of the Technical Support Service 0800 6320, with the obligatory statement of the information necessary for the assessment of the veracity of the report.
14. The Service provider shall bear no responsibility for the unsatisfactory quality of the Iskon Service if the Subscriber, after accepting these General Terms of Service, fails to provide appropriate conditions for the placement of terminal equipment, or appropriate Local installation.
15. The Service provider shall provide the service of free calls to the unique European emergency number (number 112) as well as to other emergency numbers for access to emergency services in the Republic of Croatia, which includes free forwarding of these numbers. In accordance with special regulations, the Service provider shall provide the central body responsible for receiving

calls to emergency services with information on the location from which the call was made.

16. In the event of termination of the provision of services by the Service provider, and due to the transition to another operator, the Service provider shall provide the Service to the Subscriber until the moment of establishing a new service and switching to a new operator. Upon switching to a new operator in accordance with para. 8 of this Article, the Subscriber shall return the leased equipment to the Service provider.
17. The Service provider shall repair the malfunction on the terminal equipment provided to the Subscriber for use within five (5) days from the date of reporting the malfunction, and notify the Subscriber of the time and manner of the repair within a maximum of three (3) days from the report. For all other types of malfunctions that are within the area of responsibility of the Service provider, the Service provider shall repair them no later than fifteen (15) days from the date of reporting the malfunction, and notify the Subscriber of the time and manner of the repair within a maximum of three (3) days from the report.
18. If the malfunction is not repaired within the specified period, the Subscriber shall have the right to terminate the Subscriber Agreement without paying the fee for early termination of the Subscriber Agreement, unless the delay in rectifying the malfunction is caused by the fault of the Subscriber, force majeure, or third party actions that stopped the Service provider from accessing the infrastructure and/or network for the purpose of repairing, and the Service provider has previously taken all necessary actions to access the infrastructure and/or network.
19. If the malfunction is not repaired within the prescribed period, and the Subscriber has not exercised the right to terminate the Subscriber Agreement referred to in the previous paragraph of this Article, the Subscriber shall be entitled to a compensation for the delayed elimination of the malfunction in the amount of thirty euros (30,00 EUR) per day for each started day of delay until the day of elimination of the malfunction. The amount of the compensation shall be calculated for a maximum of fifteen (15) days of delay in repairing the malfunction. In that case, the Subscriber shall file a complaint about the quality of the service with a request for payment of the compensation in accordance with Article 14 of these General Terms of service. A malfunction shall mean a malfunction that represents a complete interruption of the service, i.e. a complete inability to use the service by the Subscriber.
20. If the malfunction is not repaired within the period of 45 days, the Subscriber, regardless of previously exercised right to a compensation for the delayed elimination of the malfunction shall have the right to terminate the Subscriber Agreement without paying the fee due to early termination of the Subscriber Agreement.

## **Article 12 Protection Against Misuse**

1. In order to ensure protection against misuse and fraud in the public communications network, the Service provider shall regularly take appropriate measures to protect the security of the network and services provided through the Service provider network.
2. The Service Provider shall monitor the Subscriber's usual behaviour when using the services and warn them of any unusual and sudden increase in cost during each individual accounting period of use of a particular service, which may indicate misuse or unauthorized use. In the event that the Subscriber has a contracted service package, which is calculated on one account during each individual accounting period, the warning refers to each element of the package separately, i.e. in the case of contracting a service package, the warning is given separately for all services realized through the same connection point. A warning to the Subscriber will follow if the use is twice the average use of the service in the previous three (3) months or in the case of the Subscriber who uses the service for a period of less than three months, twice the agreed amount of the minimum monthly consumption or monthly fee.
3. If, with regard to the Subscriber's solvency, their previous behaviour in payment and/or average use of services the Service provider determines that there is a reasonable suspicion that the Subscriber shall not be able or does not intend to settle their debts for the services provided, the Service Provider shall have the right to issue an invoice for the use of services outside the regular invoicing period. If the Subscriber fails to pay the said invoice within the maturity period specified in that invoice, The Service Provider shall have the right to suspend the use of services in

accordance with Article 17 of these General Terms of Service. The provisions on the submission of objections referred to in Article 14 of the General Terms of Service.

4. Notwithstanding the above, the Service provider shall reserve the right, after notifying the Subscriber, to suspend access to certain services and to introduce other appropriate measures to protect against misuse and fraud to protect the interests of Subscribers and Service Provider and other Internet users (e.g. restricting the availability of calls to high-risk numbers, including calls to international destinations, restricting access to the e-mail server to users suspected of having a virus, restriction of outgoing traffic for the purpose of limiting the activity of the virus, restriction in case of misuse of Internet services by the Subscriber).
5. At the request of the Subscriber, the Service provider shall enable the option of blocking (free of charge) certain types of outgoing calls, or calls to certain types of numbers or groups of numbers. The Service Provider shall also, in accordance with the positive regulations, enable Subscribers, at their request and free of charge, to block outgoing public communications services after the monthly costs of these services (calls) have exceeded a pre-selected amount; the Service provider shall regularly inform the Subscribers in writing about all call blocking options available to them.
6. The Service provider shall offer all Subscribers the option of blocking access to the content of providers of value added services that is not intended for children. The Subscriber may request or cancel this option at any time, by written request or via an e-mail sent to the following e-mail address [prijava@iskon.hr](mailto:prijava@iskon.hr).
7. The Subscriber undertakes to use the Iskon Services exclusively for their own needs, and undertakes not to provide the Service, or its individual parts, for temporary or permanent use to third parties, including network resources allocated for the use of the Iskon Service, without the prior written consent of the Service provider.
8. The Subscriber shall also use the Iskon Services properly and responsibly, if the Service provider has fulfilled its obligations regarding protection against misuse when activating the Iskon Service, specified in Article 10 of these General Terms of Service, and for this purpose shall apply available measures to protect against misuse and fraud, in accordance with new the Service provider instructions, which are available to the Subscriber via official website or other appropriate means.
9. In particular, the following shall be prohibited and in violation of these General Terms of Service: the use of Iskon's Services for the purpose of publishing or transmitting content and data contrary to applicable regulations, as well as content and data that are inaccurate, incomplete, offensive and/or misleading, or which are known or could be known to be inaccurate, incomplete, offensive and/or misleading, as well as that could jeopardize the Service provider system in any other way. Also, it shall be prohibited to use Iskon's Services in a manner and for purposes that infringe or may infringe on other people's rights, or to use the services in a manner and for purposes that do not comply with applicable regulations, which includes, inter alia, the so-called sending of advertising or promotional materials without the consent of the recipient, sending unsolicited electronic messages (spam), sending illegal or illegally obtained content that infringes or may infringe other people's intellectual property rights, as well as unauthorized access to someone else's user account or computer resources, including attempting to access, giving usernames and/or other user IDs to unauthorized third parties, and all other actions that prevent users from using Internet access services normally, as well as any other use of Iskon services and/or the Service Provider network contrary to applicable regulations.
10. The Subscriber shall bear full responsibility for the legality, content, quality, and truthfulness, as well as for ensuring the necessary measures to protect against unauthorized use, of all information, applications, data, audio and video and all other materials offered and made available using Iskon services, especially Internet access and/or e-mail services. The Subscriber shall apply all reasonable available technical and other appropriate measures in order to protect their personal data. The Service Provider shall regularly report on its website on the methods of protection, identified risks and measures necessary to protect the privacy and/or personal data of subscribers.
11. The Subscriber undertakes to use any protected content (content protected by copyright and/or intellectual property rights) available through Iskon's Services, including Internet access services, in accordance with applicable regulations and not to publish or otherwise use it without the consent of the holder of the relevant right.

12. The Service provider shall provide Internet access for all its Subscribers without restricting or prioritizing access. When using services, launching programs and/or applications and distributing legitimate content, there may be restrictions or inability to run applications that Service Provider does not control nor can disable.
13. In case of violation of the provisions of paragraphs 8 to 12 of this Article, the Service provider shall, depending on the type of violation, warn the Subscriber and/or, with prior notice, temporarily deny them the option of using the services. In case of repeated violation, the Service Provider shall have the right to terminate the agreement with the Subscriber.
14. The Service provider shall not be obliged to make and keep backups of the Subscriber's data stored on Service provider's servers as part of the provision of Iskon's Services, unless otherwise agreed. The Service provider shall also not monitor or control the content that users upload to its servers. The Service provider cannot guarantee the immediate removal of content that is in conflict with these General Terms of Service.
15. The Subscriber shall be liable on every basis and shall be obliged to compensate all damages that may occur to the Service provider or a third party due to breach of any of the Subscriber's obligations, as stated in paragraphs 8 to 12 of this Article, in accordance with applicable regulations.

### **Article 13 Network interference**

1. The Service provider shall not be liable for any damage caused by the interruption of the system or a reduction in the quality of Iskon's Services resulting from the necessary maintenance of its system.
2. In the event of a planned shutdown of the Service provider network for a period longer than 2 hours, the Service Provider shall inform the Subscriber accordingly.
3. If the Subscriber is prevented from accessing or using the Iskon Services for more than 24 hours due to a technical interference, the monthly access fee for the corresponding month shall be reduced in proportion to the days of the technical interference. This shall not apply to cases of malfunction of the Local Installation, or malfunction of terminal equipment owned by the Subscriber (modem, router, PCs, and/or other equipment), and/or extension of the period of performance of works due to elimination of disturbances caused by the intent or gross negligence of the Subscriber.
4. The Service provider shall not be liable for any kind of damage caused by technical breakdowns during the use of Iskon's Services or for any other reasons, except for ordinary damage caused by the Service provider's intent or gross negligence, unless otherwise provided by mandatory statutory or regulatory provisions.
5. The Service provider shall not be liable for damage caused by faulty subscriber terminal equipment or Local Installation, i.e. for damages for which it is liable to the Subscriber, as well as for damages caused to the Subscriber accidentally or as a result of events that are considered "force majeure" (e.g. adverse weather conditions, earthquakes, floods, strikes, wars, etc.).
6. The Subscriber undertakes to use network resources in a reasonable manner when using Internet access services, which will not cause degradation or difficulties in the operation of the system at any time.
7. If the manner of use of the Iskon Service by an individual Subscriber or a group of Subscribers significantly affects the quality of the provision of the Iskon Service, the Service provider shall have the right to apply appropriate measures for the protection of network resources. Before taking any such measures, the Service Provider shall inform the Subscriber about them.

### **Article 14 Resolving Complaints**

1. The Subscriber shall have the right to file a complaint with the Service provider regarding the provision of services, a complaint about the amount in charge of the services provided, a complaint about the quality of the service provided, a complaint due to violation of the provisions of the Subscriber Agreement and a complaint about the violation of rights related to the

protection of access to the open Internet. Complaints shall be submitted to the Complaints Office in writing (including online, to the e-mail address reklamacije@iskon.hr), as follows:

- a) within 30 days from the due date of the invoice in case of objection to the amount by which the Subscriber has been invoiced for a service received,
  - b) within 30 days from the day of providing the service in case of a complaint about the quality of the provided service,
  - c) in all other cases from para. 1 of this Article: within 15 days from the day of finding out about the action or omission on the part of the Service provider.
2. The Complaints Office shall conduct the procedure of determining the merits of the complaint in the first instance. The Complaints Office shall make a decision on the merits of the complaint and notify the Subscriber in writing (including electronic messages) within a maximum of 15 days from the date of filing the complaint, that is, within a maximum of 30 days from the day of filing the complaint in cases of complaints regarding value added services. Along with a detailed explanation of the reasons for rejection or acceptance of the complaint, the written response must contain instructions on the Subscriber's right to submit a complaint (claim) to the competent committee, within 30 days of receiving the response to the complaint.
  3. The Subscriber shall have the right to file an appeal against the first-instance decision on the merits of the complaint within 30 days from the day of delivery of the decision in writing or electronically to the Commission for Resolving Subscriber Complaints. The Commission shall respond in writing to the Subscriber within 30 days of receiving the complaint. The written response, along with a detailed explanation of the reasons for rejection or acceptance of the complaint, must contain instructions on the Subscriber's right to submit a request for dispute resolution to the Croatian Regulatory Authority for Network Industries (Authority), within 30 days of receiving the Service provider's Commission decision.
  4. In the case of submitting a complaint from paragraph 1 of this article, the Service provider will stop all procedures for the purpose of forced collection of the disputed amount, disconnection of the terminal equipment from the network and sending reminders for the disputed amount until the end of the dispute before the Authority, court proceedings or any other out-of-court settlement procedure. The statute of limitations for the disputed claim shall not run during the resolution of the complaint. In the event of a decision or opinion on the unfoundedness of the Subscriber's complaint, the Service provider may claim the disputed amount by sending a reminder in accordance with applicable regulations.
  5. The Subscriber shall not be obliged to pay the disputed amount of the invoice if during the period covered by their complaint there was a technical malfunction or other malfunction, fraud or misuse which, based on a final decision of a court or other competent authority, was found to have caused an increased invoice. If the invoice has already been paid in full, the overcharged amount shall be refunded to the Subscriber, or the invoice for the first following period shall be reduced by that amount.
  6. Until the complaint is resolved, the Subscriber that has submitted an objection to the amount of the invoice referred to in paragraph 1 of this Article to the amount they were invoiced for the provided service, shall pay the undisputed part of the invoice amount for the services provided or the average amount they were invoiced in the period of three months preceding the month to which the complaint relates. In the event of non-payment of such amount, the Service provider shall have the right to act in accordance with the provisions of Article 17 of these General Terms of Service. To a subscriber who disputes the Service provider's invoice in any court or out-of-court procedure, and duly continues to settle all subsequent undisputed invoices, the Service provider shall not suspend the provision of the service until the said court or out-of-court procedure is completed.
  7. Use of services provided by another operator of public communications services, including a provider of value added services, shall be subject to the conditions of that operator. Regardless of this, the Service provider shall resolve the Subscriber's complaints regarding the value added services, after conducting appropriate administrative and technical checks of all components of the provision of these services.
  8. The Service provider shall inform the Subscriber, through the invoice for services rendered and in another appropriate way, about the conditions for submitting complaints in accordance with these

General Terms of Service, and especially about deadlines and methods of submitting complaints, name and seat and telephone numbers of Service provider's competent service for resolving complaints.

9. The Subscriber confirms that they have been informed and agrees that when calling Customer Service, phone calls from employees and Subscribers may be recorded and further processed for the purpose of improving the quality of work of the Customer Service and resolving possible complaints of the Subscriber to the work of Customer Service employees, as well as for security purposes (protection of employees and property and public/general security), while taking protective measures in accordance with applicable regulations and internal acts of the Service provider, and about which the Subscriber was informed in the opening notification. The recorded material shall be irreversibly destroyed immediately after fulfilling the purpose of recording.
10. In case of the Subscriber's objection to the invoice, the Service provider shall, at the request of the Authority, display the detailed printout of IP addresses accessed from the Subscriber's account as well as the duration and time of access and recorded traffic.
11. If it is determined that the Service provider has violated the provisions of the Subscriber Agreement or unjustifiably suspended the provision of the service, the Subscriber that submitted a complaint referred to in paragraph 1 of this Article due to violations of the Subscriber Agreement or an objection to unjustified suspension of service, shall have the right to terminate the Subscriber Agreement free of charge and the right to a refund of all unjustifiably charged amounts.

## **Article 15 Transfer of Subscriber Relationship**

1. The Subscriber may transfer the rights and obligations from their Subscriber Relationship with the Service provider to another natural or legal person, free of charge, if that person as a new subscriber continues to use electronic communications services through the same network connection point and subscriber number. In other cases of transfer, the written consent of the Service provider and the other person is required. The Subscriber Agreement with all rights and obligations from that Subscriber Agreement shall pass to the new Subscriber at the moment when the Service provider accepts the New Subscriber's Request. The Service provider is obliged to carry out the transfer from this paragraph within three (3) working days from the receipt of the complete documentation of the applicant for the transfer. The Service provider is not obliged to enable the transfer of the Subscriber Relationship if there are outstanding due and undisputed debts.
2. In case of transfer of the Subscriber Relationship, those rights and obligations from the existing Subscriber Agreement for which there is an agreement of all three parties shall be transferred, which shall be regulated in the Request for transfer of the Subscriber Relationship.
3. If, in the event of the Subscriber's death, the heirs, i.e. members of the family household, continue to use the Iskon Services, it is considered that they have thereby expressed their will to continue the contract and are obliged to request from the Service provider the transfer of the Subscription Relationship. The Service provider shall, at the request of the heir or members of the family household, change the name in the Subscriber's title and transfer the Subscription Relationship within three (3) working days from the receipt of the complete documentation, otherwise the subscription contract shall terminate with the death of the Subscriber. The heir/heirs are obliged to notify the Service provider of the death of the Subscriber. Upon receipt of the notification in question, the Service provider shall write off all monthly fees incurred from the moment of death of the Subscriber, unless the use of the service has been determined within the specified period. Costs incurred after the death of the Subscriber until the moment of notification of the death of the Subscriber shall be borne by the heir/heirs or persons who continue to use the Iskon Service.
4. In the case of renting residential or business premises, the Subscriber that is the lessor may temporarily transfer certain of its rights and obligations under the Subscriber Agreement to the lessee in accordance with their mutual agreement, a copy of which is submitted to the Service provider. Under this agreement, the lessee may become a Temporary Subscriber. Upon termination of the agreement between the lessor and the lessee, the rights and obligations under the Subscriber Agreement shall automatically be transferred again to the lessor. The Subscriber shall inform the Service provider about the expiration date of the agreement between the lessor

and the lessee within 15 days after the expiration of the agreement.

5. The right to terminate the Subscriber Relationship, as well as the rights and obligations that are exclusively related to the Subscriber shall not be transferred to the Temporary Subscriber. For the avoidance of doubt, the Subscriber shall remain liable for the obligations incurred until the moment of transfer, and the Temporary Subscriber shall become responsible for the obligations arising from the moment of transfer.

### **Article 16 Relocation of Subscriber Terminal Equipment**

1. The Subscriber may request the transfer of their Subscriber Terminal Equipment to another connection location (relocation), in writing. The Service provider shall reject the request for the transfer of the Subscriber Terminal Equipment submitted by the Temporary Subscriber.
2. In a case of relocation of the Subscriber Terminal Equipment, the provisions of Art. 3 of these General Terms and Conditions shall apply.
3. Based on the Subscriber's request, the Service provider shall relocate it within 30 days from the day of receipt of a complete request, if all technical and formal conditions for relocation are met. This includes, but is not limited to: the availability and sufficient quality of telephone pairs in the new location, the presence of the Service provider's infrastructure in the desired area, etc. In the case when the Service provider does not have the technical capabilities for the realization of the Iskon Service at the new address, the Subscriber shall have the right to terminate the Subscriber Agreement without paying an early termination fee if he provides appropriate proof of relocation.
4. For the relocation of the Subscriber's terminal equipment, the Service provider shall have the right to charge the Subscriber a fee determined by the valid Iskon Price List.

### **Article 17 Temporary Disconnection**

1. The Service provider may suspend the use of services and/or temporarily disconnect Subscriber Terminal Equipment from the Service provider network:
  - if during the validity of the Subscriber Agreement the Service provider determines the existence of reasons for rejecting the Request to enter into a Subscriber relationship pursuant to Article 4 of these General Terms of Service;
  - if they fail to pay the required amount of the invoice within 30 days from the day of delivery of the Reminder pursuant to Article 9 of these General Terms of Service, provided that the Subscriber has not filed a complaint in accordance with Article 14 of these General Terms of Service;
  - if the Service provider determines the existence of reasons for temporary disconnection of the Subscriber Terminal Equipment, i.e. restriction of the use of services on the basis of these General Terms of Service, the decision of the competent court and/or body or applicable regulation;
  - in case of violation of the provisions of Article 12, paragraphs 8 to 12 of the General Terms of Service.
2. During the temporary disconnection of the subscriber's terminal equipment, and before the termination of the Subscriber Relationship, the Subscriber shall still have the option of receiving incoming calls and making outgoing calls to emergency services and the toll-free number of the Customer Service. This shall not apply in the case of temporary disconnection due to misuse of the call to number 112, in which case the temporary disconnection procedure prescribed by special regulations applies.
3. Upon removal of the grounds for suspension/disconnection, the Service provider shall re-enable the use of services. Reconnection of a temporarily disconnected subscriber due to outstanding due undisputed debt shall follow the submission of evidence of removal of the grounds for temporary suspension. In any case, the reconnection of such a temporarily disconnected Subscriber shall follow within two days from the date of payment of the due undisputed debt. In case of suspension/disconnection for the reasons stated in Article 12, paragraphs 8 to 12 of the General Terms of Service, reconnection shall follow the verification of the removal of the grounds for the suspension/disconnection by the competent Service Provider department.

4. At the request of the Subscriber, the Service provider shall temporarily disconnect the Subscriber's telecommunications connection line from the Service provider network for a period of up to three months in one calendar year. The Subscriber may request the desired date of temporary disconnection, and if it is not specified, the Service provider shall perform the temporary disconnection within five (5) working days from the date of receipt of the completed request. The rights and obligations of the Subscriber and the Service Provider in the procedure of temporary disconnection are published on the Service Provider website. During the temporary disconnection, no monthly access fee shall be charged and the fixed-term period of the agreement shall not run. Notwithstanding the above, the Service provider may set a longer period of temporary disconnection, which shall be specified in the Iskon Price List
5. The Subscriber may request a temporary disconnection at the earliest after the expiration of six months from the re-activation of the service that was previously temporarily disconnected at the request of the Subscriber. Reconnection of the temporarily disconnected Subscriber shall be charged according to the Iskon Price List.
6. In the event of temporary disconnection or restriction of the use of services referred to in paragraph 1 of this Article, the Subscriber shall not be entitled to compensation for any damage unless the damage occurred as a result of intent or gross negligence of the Service provider.
7. In case of temporary disconnection of the subscriber line which has been temporarily transferred to the lessee in accordance with Article 15, paragraph 4 of these General Terms of Service, the notice of temporary disconnection shall be sent to the owner of the residential or business premises. In case the conditions for permanent disconnection of the temporary subscriber are met, the operator shall not permanently disconnect them, but shall return the subscriber line back to the lessor, and inform them about it.

#### **Article 18 Subscriber Agreement Duration and Number Transfer**

1. The Subscriber Agreement shall in principle be concluded for an indefinite period of time.
2. The Subscriber Agreement may be concluded for a certain fixed-term agreement period specified in the Request to enter into a Subscriber Relationship, and may not exceed 2 years, unless otherwise provided by applicable regulations for special categories of Subscribers.
3. The Subscriber may terminate the Subscriber Agreement through a request addressed to the Service provider. The request for termination can be sent by mail, and a copy of the Subscriber's ID card must be attached. The request may also be sent by e-mail, whereby the request shall be sent in one of the following ways; by e-mail sent from the e-mail address specified as the contact e-mail address when concluding the contract; by e-mail sent from the e-mail address provided when concluding the agreement with the Service provider, by sending the e-mail via the web portal [moj.iskon.hr](http://moj.iskon.hr), by e-mail sent from another e-mail address, in which case a scan of the Subscriber's ID card must be attached. The e-mail shall be sent to the following address: [iskonovac@iskon.hr](mailto:iskonovac@iskon.hr). The request can also be sent by telephone, in the same way as the Subscriber Agreement was concluded, with proof of the Subscriber's identity. The Subscriber Agreement shall be terminated within 5 (five) working days from the day the request for termination was received, regardless of the existence of the Service provider's claims against the Subscriber. The Service provider shall, in addition to the written notice of termination and the date on which the termination of the Subscription Contract occurs, provide the Subscriber with information on the existence of a contractual obligation. The Subscriber may also determine in advance the day of termination of the Subscriber Agreement, provided that they request it in writing or on the request when establishing the Subscriber Agreement, at least five working days before the desired date of termination of the Subscriber Agreement. The method of concluding the Subscriber Agreement shall not require an identical method of terminating the Subscriber Agreement, i.e. for example the Subscriber Agreement concluded by telephone may also be terminated by e-mail.
4. The legal consequences of the termination of the agreement pursuant to paragraph 3 of this Article shall expire within 5 working days.
5. If the Subscriber Agreement has been concluded for a certain fixed-term period of the agreement in accordance with paragraph 2 of this Article, and the Subscriber unilaterally terminates the agreement during the fixed-term agreement period or if the Subscriber's agreement is terminated due to the Subscriber's fault before the expiration of the fixed-term agreement period, the

Subscriber shall pay monthly fees for the rest of the fixed-term agreement period or a fee in the amount of discounts and benefits on products and services received if the payment of this fee is more favourable for the Subscriber in accordance with the Iskon Price List, which will be determined in more detail by the special conditions of each tariff model and/or package or in the Price List of Iskon Services. The Service provider shall, within 1 working day, deliver to the Subscriber at his request and in the form in which he requests it (written, electronic or oral form) information about the amount owed in case of early termination of a contract and the method of payment in a way that the Subscriber receives the information about discounts on products and services, as well as monthly fees for the rest of the mandatory contract period. Previously mentioned information shall contain the date of calculation and the date commencement and duration of the contractual obligation.

6. In case of cancellation of the Subscriber Agreement by the Subscriber before the installation/activation of the service, the Subscriber shall reimburse the Service provider for all costs incurred by the Service provider in connection with the installation/activation or removal of telecommunications terminal equipment, but not more than the amount of the installation or activation fee in accordance with the valid Iskon Price List.
7. If the Subscriber terminates the Subscriber Agreement in order to establish a subscription relationship with another operator, the Subscriber shall fill in the documentation with the other operator and thus initiate the transfer procedure. The Service provider shall enable the Subscriber to switch to the new operator in the manner and within the deadlines prescribed by applicable regulations.
8. The Subscriber shall remain liable to pay for the used Iskon Services for the time until the number is transferred to the number recipient's network, which does not affect the number transfer procedure, unless it is an undisputed contractual obligation.
9. Upon termination of the Subscriber Relationship, the Service provider shall inform the Subscriber in writing when they must request the disconnection of all received identifiers (user accounts), i.e. that they can, if they wish and if there is a technical possibility, keep their user accounts for which they are ready to bear future costs.
10. In case of a delayed change of the operator, the Subscriber shall be entitled to a compensation. The compensation in question in the amount of 30,00 EUR per every day for each day started shall be paid in the following cases:
  - In case of a delay until the day of realization of the service or the day of termination of the contract;
  - In case of premature realization of the number transfer to the date of the desired date;
  - In case of unwanted change of operator or unwanted number transfer.

The fee shall be calculated for a period of up to 15 days of delayed or unwanted change of the operator and the Subscriber may claim compensation for a maximum of 10 numbers per request for a change of the operator. Request for a compensation shall be submitted to the Service Provider via e-mail or in writing according to the instructions which are published on the website [www.iskon.hr](http://www.iskon.hr), no later than 30 days from the date from the date of realization of the change of operator or the submission of a request for termination of the contract due to delayed change of operator. Within 7 days from the date of receipt of the Request for payment of the fee, the Service provider shall notify the Subscriber of the method of payment of the fee for the delayed change of operator caused by the Service Provider. If the delayed change of operator has been caused by the existing operator, the Service provider shall, within 3 working days from the date of receipt of the Request for payment of compensation by the Subscriber, forward the Request for payment of compensation to the existing operator. The existing operator shall, within 7 days from the date of receipt of the Request for payment of compensation from the Service provider, inform the Subscriber of the method of payment of compensation for the delayed change of operator caused by the existing operator. The Service Provider shall pay the Subscriber the compensation in question, caused by the Service provider within 30 days of receipt of the Request for payment of compensation for a delayed change. In case of a negative decision or in case of rejection of the request for payment of compensation or if the Subscriber considers that the fee has not been correctly calculated or that the operator has not responded within 30 days from the date of expiry for the response, the Subscriber has the right to submit a report to the inspector of electronic communications with the Agency within 30 days from the date of expiry of the response deadline. The Subscriber shall not be entitled to compensation for the delayed change of operator for the

period in which the delayed change is caused by the unavailability or non-response of the Subscriber to calls for the installation of the service or the delivery of equipment.

11. The Subscriber is aware that the Service Provider may, after 6 months from the termination of its Subscriber Agreement, assign the telephone number to a new Subscriber, if the Subscriber has not transferred it to a new operator. Likewise, upon the expiration of 6 months from the termination of the Subscriber Agreement, the e-mail address may be assigned to a new Subscriber.
12. The Subscriber is aware of and accepts that network resources allocated through the Service Provider for the purposes of providing the telecommunications service, depending on the type of resource, shall be returned to the regulatory authorities that allocated them, all within the time and in the manner defined by the rules of these bodies.

## **Article 19 Termination of the Subscriber Agreement**

1. The Subscriber Agreement May Be Terminated for the Following Reasons:
  - if the Service provider subsequently determines the existence of any other reason for rejecting the Request to enter into a Subscriber Relationship referred to in Article 4 of these General Terms of Service and consequently temporarily disconnects the Subscriber Terminal Equipment from the Service provider network, and these reasons are not remedied within 30 days from the date of the suspension;
  - If the Subscriber fails to settle the due and undisputed debt within 30 days from the day of temporary disconnection of the Subscriber Terminal Equipment from the Service provider network pursuant to Article 9, paragraph 5 of these General Terms of Service;
  - if the Service provider determines that the electronic communication equipment is connected to the Service provider network without authorization or that the Service provider network is otherwise misused by the Subscriber and/or a third party;
  - if, for the reasons set out in Article 12, paragraph 3 of these General Terms of Service, the Subscriber Terminal Equipment is temporarily disconnected from the Service provider network, and the Subscriber fails to pay the due and undisputed debt to the Service provider within a further 30 days or, at the request of the Service provider, fails to provide adequate payment security;
  - if, for the reasons set out in Articles 12, paragraphs 8 to 12 of these General Terms of Service, the use of Internet access services is suspended and these reasons are not remedied within 30 days after the suspension of the use of services;
  - if the Service provider subsequently determines that the address of the Subscriber for the delivery of invoices and notifications of the Service provider in the territory of the Republic of Croatia is unknown;
  - if the Service provider or the competent body determines that the Subscriber is making malicious or harassing calls to other users of electronic communications services in the Republic of Croatia or to the Service provider employees who perform sales or customer support activities or otherwise harasses them;  
i.e. that the Subscriber interferes with and/or prevents the use of Iskon's Services to other Subscribers;
  - if the Subscriber performs activities that are not in accordance with the provisions of these General Terms of Service and other applicable regulations in the Republic of Croatia.
2. The Subscriber Agreement may also cease to be valid in other cases determined by the applicable regulations.
3. In the event that the Service provider is unable to fulfill its contractual obligation and/or deliver the service in accordance with the General Terms of Service, the Subscriber shall have the right to terminate the Subscriber Agreement without settling the contractual obligations referred to in Article 18, paragraph 5 of the General Terms of Service, except for overdue and undisputed debt for services provided. In the described case, the Service provider shall also have the right to terminate the agreement if it is irrefutably determined that it is not and/or will not be able to deliver the service in accordance with the general Terms of Service.

## Article 20 Dispute Resolution

The Service Provider and the Subscriber agree to resolve all disputes arising out of and in connection with the Subscriber Agreement amicably. In case it is not possible to do so, a court in the Republic of Croatia determined according to the place of residence or seat of the defendant shall be competent to resolve the dispute, unless otherwise determined by the applicable regulation.

## Article 21 Anti-corruption Clause

1. The Subscriber undertakes to comply with all applicable national, European, and international rules and applicable Service provider policies and procedures relating to ethical and responsible standards of conduct, including, without limitation, those dealing with human rights, environmental protection, sustainable development, integrity, business coherence, and combating corruption. Such principles and values shall be set out in the Code of Conduct.
2. The Subscriber undertakes in particular:
  - not to give/offer money or other benefits to any third party legal and/or natural person, in order to obtain preferential treatment or a favourable decision, if such giving is contrary to the regulations or rules of the recipient and/or the purpose of the giving is to influence the decision making and gain undue advantages in business;
  - that to the best of the Subscriber's knowledge, none of the Service provider's representatives or employees or members of their immediate family have a significant (5% or more) ownership share or any other right or interest in the Subscriber's profit, and that none of the Service provider's representatives or employees will be paid a reward or commission in connection with this Subscriber Agreement;
  - if the Subscriber is also a business partner of Service Provider, that they will not derive any unfair advantage from this and will keep procurement and sales strictly separate;
  - that the Subscriber, its owners and contractors related to the agreement with the Service Provider were not officially accused, charged, or convicted, nor did they plead guilty to criminal offenses related to corruption and/or economic crime.
3. In order to ensure compliance with the anti-corruption rules for the duration of the Subscriber Agreement, the Subscriber shall, upon request and at any time, provide the Service Provider with all the elements required to establish such compliance. Likewise, the Subscriber shall inform the Service Provider when it learns or has reason to know about any non-compliance with anti-corruption rules, either its own and/or third parties, as well as about remedial measures adopted to ensure compliance with anti-corruption rules.
4. In the event of a confirmed violation of the provisions of this Article, the Service Provider may suspend the delivery of goods and/or services and terminate this contractual relationship with immediate effect.

## Article 22 Final Provisions

1. These General Terms of Service shall enter into force on the day of publication.
2. These General Terms of Service shall be available at all authorized Service provider points of sale as well as through the official website. These General Terms of Service shall be delivered to the Subscriber when establishing the Subscriber Relationship or the Subscriber shall be directed to website [www.iskon.hr](http://www.iskon.hr) where they are located. In addition to the General Terms of Service, an excerpt from the Price List and the specifications of the Iskon Service shall be made available to the Subscriber in the same way.
3. All changes and amendments to these General Terms of Service shall be published by the Service provider on its official website in accordance with applicable regulations.
4. The Service provider reserves the right to change these General Terms of Service, in accordance with applicable regulations. The Service provider shall inform the Subscriber in writing or electronically about the proposed changes and their right to terminate the agreement at least 30

days before the changes, including, but not limited to, informing the Subscriber through the invoice on changes to the General Terms and/or Prices, indicating that a detailed overview of the changes is available to the Subscriber on the Service provider website and/or by toll-free telephone and/or at the request of the Subscriber. Changes to the General Terms of Service, i.e. prices for existing Subscribers shall enter into force 30 days after the announcement of the changes.

5. In case of changes in the General Terms and/or Prices that are less favourable for the Subscriber compared to the ones contracted, the Subscriber shall have the right to terminate the Subscriber relationship free of charge, i.e. they have the right to a refund of the unused funds within two months from the date of delivery of the notification of the changes. Otherwise, they will be deemed to have agreed to the amendments. The Subscriber shall not have the right to terminate in the event of the following cases: the amendments are exclusively for the benefit of the Subscriber or are administrative in nature and do not adversely affect the Subscriber or are directly prescribed by the regulations of the Republic of Croatia or European union law. The Subscriber shall also not have such right to terminate in the case of price adjustment from Article 8, paragraph 3 of these General Terms and Conditions. In case of changes that are exclusively in favor of the Subscriber, they shall apply to existing Subscribers from the date of publication of the new General Terms and/or Prices in accordance with paragraph 4 of this Article.

In Zagreb, date of publication: 1 January 2024.