

General Terms of Use for EPN Cable of EUROPRONET Bosnia d.o.o., Fra Andjela Zvizdovica 1, 71000 Sarajevo

General terms of use for here mentioned telecommunication and information services EPN Cable (in the following text OUP) are general terms of services of EuroproNET Bosnia d.o.o. (in the following text EPN) and determine conditions, scope and ways of delivery and usage of services EPN Cable, rights and obligations between EPN and the user.

Subject to OUP are the following services:

- **services of EPN Cable** broadband Internet access
- other telecommunication and information services within EPN Cable services (in the following text: services).

1. Terms and definitions

Structure and prices of services entitled to the user as stated in the contract are determined by **service tariffs** (in the following text tariffs) and they are part of the contract. Price of the connection, usage, frozen contract services, procedure of warning, paying and executing as well as maintenance and possible mistakes are determined by tariffs.

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

EPN Cable (in the following text: service) is a service of permanent broadband internet access through a network of a cable operator and EPN network, provided by EPN, and it

enables exchange of fixed connection on EPN network within EPN network and other IP networks.

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

EPN network is a network infrastructure managed by EPN, and other network and internet services.

Cable operator is licensed operator of a cable television.

Terminal equipment is equipment installed with the final user, and provided by EPN in order to make use of service possible and communication enabled with regard to the contract (e. g. modem, adapter, switch).

RAK is Communications Regulatory Agency in BiH.

2. Informing

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

Information about kinds and ways of connecting, kinds of services and tariffs and other elements of the contract are available for personal users and companies:

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

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

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

<http://www.epn.ba> and <http://www.europronet.ba>, or in different appropriate way of user informing. User is obliged to be informed about the possible changes that will be announced on the above mentioned places, and they agree that any further use of services, after determined 15 days, means accepting changed regulations of OUP and tariffs.

2. Mutual rights and obligations

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

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

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

3. Rights and obligations of EPN

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

tariffs.

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

EPN will change parameters of the service on the user's request, and when mutually confirmed by both contracting parties, latest within the deadline set for changes and stated in the contract, OUP and list of tariffs. EPN will not be responsible for the content published on the Internet.

EPN will not hold the responsibility for any loss, damage or change of the data or applications that user send, receive, forward or keep within EPN network or equipment connected with that network.

EPN may request from the user to remove questionable (or possibly questionable) data, damaging data or data that violate any rights protected by law. If the user does not remove the data in accordance with the request, EPN holds the right to delete data from the servers that are part of the telecommunication and information infrastructure EPN network, after the termination of the deadline stated in the contract.

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

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

EPN will inform user in advance about any limitations, disconnection, changes or irregularities of services, known to EPN in advance, through the web site <http://www.epn.ba>,

in writing or by e-mail, at least 24 hours before envisaged disconnections.

EPN provides the user with a help desk where they can ask for help to use services efficiently or report damages, on the following telephone: 033 / 295-800 between 08.30 and 23.30 (Monday – Saturday) and 08.00 to 22.30 (Sunday and public holidays)

3. 2. Rights and obligations of user

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

User is obliged to:

- protect their passwords for use of the services from exposing and/or non-authentic usage
- during use of the services will respect authorization and other rights

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

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

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

User has to take care about the equipment and keep it in the condition that does not cause disturbances in the EPN network and does not have the impact to the integrity of the network. Breaking of this rule is considered seriously breaking of the rights and responsibilities from the contract and can cause automatic termination of the contract.

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

User is after the ending of contract obliged to return to the equipment received to EPN, in the same state as it was at the time of the reception, taking into account it's normal application.

The user is obliged to return the equipment within 2 days from the day of the contract ending or call by EPN. EPN may, after the ending of the contract, request return of the equipment or payment for its value and agreed fine. If the user does not return the equipment in time, it is obliged to pay agreed amount of double value of the equipment that was supposed to be returned. In this case the value of the equipment on the supplier's invoice on any other valid document will be taken into account for calculating the amount to be paid. Agreed fine must be paid within 2 days from the deadline for the return of the equipment.

3.3. Rights and obligations of the contracting parties

EPN may transfer this contract on a third party.

EPN may limit or temporarily or in total stop the delivery of the services for the technical, operational or legal reasons enabling delivery of the services, or in case when user does not pay the bill up to 20 days from the day of the issuing of the bill. EPN will reconnect user again and enable use of the services when the reasons for temporary disconnection stop. If the reasons for disconnection are on the user's side, EPN will reconnect user again at his own cost

EPN may change user's personal data or other parameters necessary for use of the services. User must be informed about content and form of these changes at least 15 days before they were made.

4. Signing and termination of contract

EPN will within three days upon reception of written request (first side of the contract) check technical possibilities of connecting the user on cable operator network and delivering of the service and give feed-back on the results to the user.

At the same time, EPN will check credibility of the data given by the user in the request form, and in case of any vagueness, in agreement with user, filling in the missing data about access to the services. User is responsible for the credibility of the data in the contract. User is obliged to show identification documents and other documents proving his eligibility to sign the contract.

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

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

Individuals:

full age;

does not have debts with EPN;

Companies:

does not have debts with EPN;

to sign the contract through the authorised representative.

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

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

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

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

User may at any time terminate the contract in accordance with article 15. Termination of Contract

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

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

5. Temporary lockout

User may request temporary lockout on their own, up to three months in the current year.

User contract will be on stand-by during this period. User will pay costs of the contract frozen in accordance with valid list of tariffs. User is obliged to send request for temporary lockout at least 15 days before the wanted date of lockout.

6. Changes to the contracted services

User may ask for the change of the user package and other agreed services that are not part of the user package, by visiting EPN's premises, by e-mail or letter sent to EPN's address. EPN

holds the right to double-check validity of the received request and if it finds request not valid to refuse it.

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

User will, in accordance with valid list of prices, pay for the costs of the user package. EPN holds the right to change structure, content and prices of the user packages, and will inform user about these 15 days before the change is made.

7. Technical conditions

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

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

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

For connecting on EPN network throughout the network of a cable operator user will provide:

1. Suitable indoor (private or company) space on the location in accordance with standard weather conditions for use of the electronic or communication devices,
2. power source of 230V/50HZ for supplying of the cable modem on a distance of up to 1.5 metres from the computer

3.all necessary home equipment,

4.connection on the cable television network adapted for the cable modem,

5.install all the necessary equipment and programs that are not subject of the contract, and they are necessary for use of the service EPN Cable

User is allowed to use only terminal equipment according to the regulations and current laws from the area of radio and terminal equipment, and electromagnetic compatibility, properly marked.

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

Terminal equipment provided by this contract by EPN will after the termination of the contract remain in a possession of EPN.

EPN or they certified contractor will maintain the equipment provided by EPN, according to the contract.

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

Deadline to make a connection for the service EPN Cable is 15 days from the day of the signing the contract by both sides and after the payment by the user is made. If the connection needs to be paid, EPN will charge for the connection the same day when the service is requested, no matter if it will be used by the user.

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

accordance with the list of tariffs.

8. Personal use of services

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

In case of user's move, access to the service EPN Cable can be transferred, according to the technical possibilities of EPN and cable operator on the new user's location. Costs of the connecting on the cable network operator in that area is defined by the list of tariffs of the cable operator.

9. Use of passwords

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

12. Privacy and security

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

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

11. Confidential information

Contracting parties keep confidential information and data in accordance with relevant laws. This obligation concerns all information given for the purpose of concluding the contract.

Such information must not be disclosed to the third parties without written consent of the other contracting party and both parties are obliged to ensure this information is not misused.

12. Maintenance

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

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

All users of the cable network have a limited capacity access, according to the recent use and number of users.

User agrees that he is informed with limitations and requests of the cable access to the Internet, that from the joined use of the network and total possible speed of the access.

Cable operator and EPN hold the right of occasional shortest interruptions in the delivery of the services of it's competence for the purpose of the compulsory maintenance. When doing this they will inform the user in advance if possible.

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

User is obliged to watch over the installed equipment which is owned by the EPN or its authorised executors as well as to settle possible damage of the equipment caused by the user.

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

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

13. Abuse of the access to the service

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

14. Switching off the services

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

1. Abuses access to the service in accordance with the regulation 13. Abuse of the access to the service;
2. seriously violates the contract in accordance with regulation 5. Signing and termination of the contract;
3. do not customize work of the terminal equipment to the relevant regulations within 5 days after receiving written warning or after restoring connection of non-customized terminal equipment;
4. do not settle his debt from the contract on use of the services within 30 days after receiving the bill, or within the time framework stated in the written notice;
5. do not enable measuring, repairs or conducting other works by the EPN or its authorized contractors, if there are disturbances in the network whose source is in the access point at the user's location, five days after receiving written notice;
6. allows and/or uses access to the service to the third parties;
7. do not stop causing technical or other disturbances within 24 hours after receiving written warning from the EPN;
8. do not inform on change of personal information that could have impact on the contract within five days after receiving written warning from the EPN.

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

15. Termination of the contract

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

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

Termination of the contract with cable operator, as a consequence has the termination of all services from the contract

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

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

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

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

16. Tariffs, billing and settlement of liabilities

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

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

Tariff of the user package, settling of the services of EPN Cable and other services will be determined by the list of tariffs. EPN holds the right to change the structure and tariffs of the services listed in the list of tariffs. Change in prices of the user package will be changed in accordance with the changes in the list of tariffs. New prices will be applied 15 days after changes in the list of tariffs. EPN will inform users on changes of the list of tariffs on its web site: <http://www.epn.ba>.

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

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

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

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

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

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

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

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

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

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

17. Complaints on the bill

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

18. Complaints on EPN's practice and decisions

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

than 15 days since the day when the complaint was filed, user can file a complaint to the Communications Regulatory Agency (RAK) in accordance with regulations of the Fixed Telephony Licence.

19. Change of data

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

20. Responsibility for damage

One contracting party is responsible for the damage they caused to the other contracting party. EPN will not be responsible for any losses, damage, theft or change of the equipment or data owned, sent out, received, forwarded or stored in a private or public network by the user.

EPN will not be responsible for any damage, expenses or other financial and material consequences in cases of termination of the contract or in cases of interruption or difficulties in the access to the services, if the access is made through the infrastructure which is being supervised by the third parties.

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

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

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

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

21. Liability and force majeure

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

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

EPN will not be responsible for a failure to fulfil its obligations when the cause is caused by the force majeure. Events that are out of EPN's control and unpredictable are considered as force majeure. EPN's failures are not considered as force majeure. EPN is obliged to inform users about the cases of force majeure in the fastest and the most efficient way. EPN is obliged to continue with providing services in the shortest possible period of time as soon as the force majeure is ceased.

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

- a. interruption in power supply, as long as disconnection lasts; after reinstatement of the service, it might be necessary to reinstall or reconfigure the equipment needed to the access to the service;
- b. interruption in functionality of the equipment and devices used in providing services, as long as interruption lasts;
- c. interruption or too much of noise in the cable operator network

22. Other regulations

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

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

23. Communication between contracting parties

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

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

Information on actions that will be a consequence of respecting any legal requests of the contracting party has to be delivered to the other contracting party in writing or other documenting way (via fax with confirmation on reception of the information with no errors, letter with confirmation on reception), including mailing on the address of the representative of the other contracting party. Content of the written communication has to be made in a way enabling other contracting party to respond quickly and efficiently. When negotiating on demands, contracting parties can refer only to communication done in a form determined in this regulation. Decisions from this regulation do not relate to billing and prompt notes.

22. Concluding regulations

EPN holds the right to change and amend regulations of the General Terms of Use. EPN will inform the users about the changes and amendments to the regulations of General Terms of Use on its website: <http://www.epn.ba>.

Changes will be put into force one month after public announcement of the changes and amendments.

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

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

General Terms of Use and its regulations will be in force from 01.01. 2007 will remain in force until the changes are made.