

General Terms of Use of Telecommunications Services »EPN IPTel« of EuroproNET Bosnia d.o.o.

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

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

1. Terms and definitions

- **Service tariffs** (in the following text tariffs) determine structure and prices of services entitled to the user as stated in the contract and they are part of the contract. Price of the connection, usage, services of the frozen contract, procedure of warning and payments are determined by tariffs
- **Contract of service** is a contract between EPN and the user that terminates conditions of services and rights and obligations for the chosen services, devices and technical equipment provided by EPN for the services defined in the user contract (in the following text the contract). OUP and the tariffs are part of the contract.
- **User** is a contractor with EPN, who use available EPN services for personal or business purpose and pay for all the services delivered by EPN and determined by the contract.
- **IP telephony or VoIP** is a mark for technology of sound transmission through IP network (packet switched network).
- **EPN IPTel** is a basic service that includes making connection and two-way exchange of speech and data, through telephone switch stationed within EPN network, with other phone networks in domestic and international traffic and it is the smallest of EPN's internet connection services, provided by EPN based on this contract, which can include other services that user select from the offer.
- **Additional services** are services not available without basic service because they are only complement to the basic services.
- **Terminal equipment** is equipment installed at the user's premises and it is provided by EPN in order to enable use of the service – communication through EPN network in accordance with the contract (adapter, switch, router).
- **PSTN network** is Public Switched Telephone Network.
- **EPN network (EPN resources)** is telecommunication and computer equipment, hardware, software and other equipment owned and managed by EPN, that enables connecting the user from PSTN network to PSTN and the internet and that is necessary/suitable for EPN and other network and internet services.
- **Network access point** is a physical point at which user has access to EPN network and it means all physical access points with its technical specifications and which represents part of EPN network necessary for access and efficient communication through EPN network.
- **Telephone switch** is a connection that enables user to use Public Switched Telephone Network.
- **Setting up** is equipment installation and establishment of the access to EPN network and it is carried out by EPN technical staff or EPN's certified contractors.
- **Network connection** means activating of a new user and re-activating of the existing one.
- **Way of providing access** is one of the ways of providing access to EPN network, according to technical possibilities at the user's location. Way of providing access affects the tariff, choice of terminal equipment and return of equipment.
- **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 orally or electronically does not mean any obligation between EPN and user.

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

- in EPN offices and at licensed partners,
- on telephone numbers 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, at least in one daily newspaper and on the web site: <http://www.epn.ba> and <http://www.europro.net.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 he/she agrees that any further use of services, after determined 30 days, means accepting changed regulations of OUP and tariffs.

3. Description of services

EPN guarantees quality of services in accordance with international standards for multimedia communications through IP network (switched network).

IP network is connected to the public switched network in a way that enables use of the whole palette of technically possible electronic communication services of the PSTN, excluding pulse dialling. EPN IPTel supports displaying and banning displaying of the number of the caller, dialled number or accessing port.

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

4. Mutual rights and obligations

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

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

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

4.1. Rights and obligations of EPN

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

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

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

EPN is obliged to guarantee the quality of IP telephony service in accordance with international standards in the field of multimedia communication through IP network; to ensure functioning of the IP network seven days a week from 00:00 to 24:00 hours; and to remove disturbances and errors in the shortest possible period of time.

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

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

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

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

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

User is enabled to access IP network through EPN network and a phone. Access is also possible with special phone switchboards or devices that enable voice transfer.

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

EPN provides the user with a help desk where they can ask for help to use services efficiently or report damages. The help desk will be available 24 hours a day, seven days a week, 365 days a year and can be reached on the following telephone: 033 / 295-800 or 033/941-002 and on e-mail: helpdesk@europro.net.ba.

4.2. Rights and obligations of user

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

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

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

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

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

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

User is obliged to return received equipment to EPN after termination of the contract, in the state in which they received it, providing it was used in normal way. User is obliged to return the equipment within 7 days from the day of termination of the contract or from the day they received a call from EPN. EPN may demand return of the equipment or payment of its value plus the penalty agreed in the contract following the 7 day deadline expiration. In case of delays in returning the equipment, user is obliged to pay the penalty agreed in the contract in amount doubling the value of the equipment they should return. Value of the equipment is determined by the receipt from the supplier of the equipment in question, or by other equally valid document. Penalty agreed in the contract has to be paid within 7 days from the day of expiration of the deadline for return of the equipment.

4.3. Rights and obligations of the contracting parties

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

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

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

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

5. Signing and termination of contract

EPN will within three days upon reception of written request (first side application on the first side of the contract) check technical possibilities of connecting the user on the EPN network and delivering of the service and inform user on the results and on best solution for access to EPN network. Based on check-up results, EPN will ensure the best suitable way to access EPN network.

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

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

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

- Personal user:*
- full age;
 - does not have debts with EPN;

Companies

- does not have debts with EPN;
- to sign the contract through the authorized representative.

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

If EPN decide to sign the contract, they will send prepared and not signed contracts, together with the basic information about the access to the services to the user to sign. User is obliged to return two copies of the signed contract that belong to the EPN, seven days from its reception.

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

EPN holds the right to immediately disconnect user from the EPN network because of acts in violation with the OUP regulations and because of breaching of the contract or existing regulations, until user eliminates reasons for disconnection. If user fails to eliminate reasons for disconnection within time frame determined in the note that EPN sends to user, EPN holds the right to terminate the contract with user.

User can cancel the contract at any time in accordance with regulation 19. Termination of contract.

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

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

After the contract is no longer valid, user has to return all equipment owned by EPN without unnecessary delays. Contracting parties settle all liabilities from the contract, no later than seven days from the day of termination of the contract.

6. Temporary lockout

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

7. Changes to the Service

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

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

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

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

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

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

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

8. Transfer of the contract

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

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

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

EPN will acknowledge changes of important technical, administrative or user's personal data that have affect on mutual contract, sent by user no later than five (5) work days upon occurrence, in operating with information about phone users – in giving feedback information, no later than five (5) work days upon receiving information on the changes. In phone books, EPN uses data received no later than forty-five (45) days before printing.

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

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

9. Technical conditions

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

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

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

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

1. Suitable indoor space on the location in accordance with standard weather conditions for use of the electronic or communication devices,
2. Power source of 230V/50Hz for supply of terminal equipment,
3. all necessary home equipment,
4. access to EPN network with broadband Internet access and static IP address,
5. minimal symmetric speed of 64kb/s reserved exclusively for EPN IPTel service,
6. switch adjusted to connection of the terminal equipment,
7. analogue telephone with tone dialling system for the needs of the EPN IPTel or IP telephony services,

8. instalment of all necessary equipment and software that is not subject of the contract and are necessary for uninterrupted use of the service..

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

User can use exclusively terminal equipment for use of EPN IPTel service, which is in accordance with regulations and relevant laws in the fields of radio and terminal equipment, as well as with electromagnetic compatibility, which should be properly marked.

Terminal equipment, provided by EPN or its certified contractor, in accordance with the contract remains in EPN's ownership after termination of the contract.

EPN or its certified contractor maintains the terminal equipment provided by EPN, in accordance with the contract. In case of damaging equipment caused by incorrect use or in case of mechanical damage, user is obliged to cover all repair or replacement costs for the damaged equipment.

EPN or its certified contractor is obliged, in case of selection of basic set-up, to enable user to use the service by doing the following:

1. install necessary terminal equipment,
2. ensure requested minimal speed of 64Kb/s, symmetrically from user to EPN IPTel service,
3. check the quality of access to EPN network through selected way of access,
4. establish connection between user and EPN network, checking speed of transfer with terminal equipment provided by user for this purpose, EPN or its certified contractor.

User confirms that, if owner of the premises and user of the access to EPN network are not the same persons, they poses all necessary approvals and construction permits, permit to enter the premises and for maintenance of the equipment and devices necessary to use EPN IPTel service, as well as that they poses all necessary permits for setting up and use of the service.

Setting up of the EPN IPTel service is considered as successful when connection to the EPN network is made successfully and after test connection between user and EPN IPTel service. Connection has to be made with access speed requested in the selected user package and way of access. Setting up of the EPN IPTel service is considered as unsuccessful if it is not possible to provide selected EPN IPTel service for any reason at which EPN has no influence (limitations of the quality of the link, end location, house installations or other technical limitations). In case of unsuccessful setting up of the EPN IPTel service, EPN gives user proposal on establishment of service with possible lower speed of the access, determined during testing, other way of access, if new proposed way and speed of access meets the user needs. If user does not accept the proposed solution, EPN will inform user in written on cancelling of the contract.

Deadline for setting up of the EPN IPTel service is 30 days from the day when both parties sign the contract and user ensures valid installation and terminal equipment, and makes payment for the access. If payment for the setting up of the access is foreseen, EPN charges setting up fee the same day the service is ordered regardless of the fact if user is going to use the ordered service.

User is obliged to settle the fees for the setting up the access to EPN network and other liabilities from the contract, in accordance with valid list of tariffs, based on received bill. If payment for setting up the access is foreseen by the list of tariffs, EPN will collect payment during signing of the contract or during setting up the access, regardless of the fact if user is going to use the selected service. EPN will charge for possible additional services conducted during setting up of the access in accordance with valid list of tariffs.

Rights and obligations from the contract begin when EPN provides user with access to the EPN network and/or when the services are provided successfully. EPN commences to charge the monthly fee and other services, in accordance with selected services, from the day of successful establishment of the service. Use of selected services is activated by successful establishment of the service. In cases where billing calculation is done based on duration of the use of service or on made traffic, use will be charged in accordance with valid list of tariffs.

10. Assignment of numbers

When setting up the access to the service, EPN assign user with one or more phone numbers from the offer of numbers that RAK assigned to EPN.

EPN can change the phone number of user in the following situations:

- upon user's request, if technical possibilities allows that and if it is within the frame of assigned numbers
- if numbers assigned to EPN by RAK are changed,
- if there is urgent need for technical reasons (network upgrade, change of technology, network modernisation, network optimisation).

EPN informs the user on foreseen change of number in written, at least 15 days in advance. Upon user's request, EPN will send automatic information on change of number for calls to previous number.

In case of termination of the contract between user and EPN for any reason, numbers that were assigned to that user will be assigned to other users three months from the first following month after termination of the contract.

User is informed about the fact that it is often impossible to determine geographic location from which the user calls. That means that EPN often is not able to show geographic location from which the call comes, referring to emergency services numbers (121, 122, 123, 124), and other numbers with special prefix, even if user would use those services. Therefore, user will have to make calls for which the geographic location will be shown through other telecommunications devices. User is responsible for activities and omissions that could cause hiding of geographic location of the caller.

11. Personal use of services

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

In case of user's move, connection can be transferred to EPN network and/or EPN IPTel service, in accordance with the technical possibilities on the new user's location. Costs for the user's move are defined by the list of tariffs.

12. Use of passwords

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

13. Privacy and security

To carry voice over the Internet and for data transfer EPN fully or partially uses public Internet network and networks owned by third parties. By signing the contract, user confirms that he/she is informed about the importance and consequences that can occur and violate the privacy due to data transfer over above mentioned networks. In providing services, EPN respects all relevant BiH laws related to privacy in communications, but in the context of the ownership over VoIP technology, it does not guarantee privacy and security of communications more than it is usual in PSTN network.

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

14. Confidential information

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

15. Equipment maintenance

User is obliged, at his own expense, 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.

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

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

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

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

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

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

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

16. Abuse of the access to the service

In cases where user does not use the service and equipment in accordance with the contract, cause difficulties to the EPN or Internet network, hinder other users' actions or access information in the network without authorisation, EPN have the right to disconnect such user from the network, to warn him 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 his actions.

17. Limitations on use of services

Without prior written consent from EPN, user is strictly forbidden to transfer his/her rights from the contract, or equipment provided by the EPN for the service, to the third parties. User is also forbidden to use EPN IPTel service for private calls, constant redirection of calls, telemarketing, mass faxing or other activities that are not in accordance with usual usage for companies. In cases where EPN determine EPN IPTel service was used for such activities, EPN have the right to terminate or to limit the contract without prior warning, as well as to charge user for all expenses caused by above described activities. EPN have to provide the explanation for the termination or limitation of the contract in no longer than three days after it occurred, and to ask user to stop with misuse.

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

18. Switching off the services

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

- abuses access to the service in accordance with the regulation 16. Abuse of the access to the service;
- seriously violates the contract in accordance with regulation 5. Signing and termination of the contract;
- 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;
- do not customize endurance of his/her equipment to the needed telecommunications traffic within 30 days after receiving written warning;
- 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;
- do not enable measuring, repairs or conducting other works by the EPN or its certified contractor, if there are disturbances in the network whose source is in the access point at the user's location, five days after receiving written notice;
- disturb or in some other way obstruct the other users by his actions or with information;
- allows and/or uses access to the EPN IPTel service to the third parties;
- do not stop causing technical or other disturbances within 24 hours after receiving written warning from the EPN;
- do not inform on change of personal information that could have impact on the contract within five days after receiving written warning from the EPN.

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

19. Termination of the contract

User can terminate the contract in written form at any time. Cancelling the 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.

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 written without notice, if the parties don't agree to different solution.

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

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

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.

20. Prices, billing and settlement of liabilities

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

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

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

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

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

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

- billing period
- activation of the access to the services;
- kind and amount of all possible one-time fees in the billing period for which the bill is issued;
- use of services (subscription);
- kind and amount of all monthly fees;
- number of calls, duration of calls, number of charges split to: local calls, international calls, calls to the public switched networks;
- kind and fee amount for other provided services;
- total due;
- payment deadline;
- 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 pricelist. 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, in written or via fax, detailed listing of the provided services for the ongoing billing period. 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 have to be submitted in written 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.

If user does not receive the bill for provided services until the 15th day in the following month, user is obliged to inform the EPN about the situation, since 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 pricelist 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 Use. 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. Reinstating of the user account is possible upon request and on expense of the user, but user needs first to settle all late and current liabilities, and only in case if the contract is not terminated yet.

21. Return of unused resources

User that uses the services and user packages which are paid for in advance can ask for return of funds for unused resources, but only in written form.

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

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

22. Complaints on the bill

User has the possibility, in case of dissatisfaction with the quantity or the kind of the charged services, to send a written complaint with the explanation to the EPN, in no longer than 8 days since the day of the reception of the bill. If user fails to file complaint in due time, he lose the right to complain.

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

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

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

EPN decides on accepting or rejecting the request, and it will inform the user in written on reached decision in no longer than 10 days since the day when the complaint was filed.

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

23. 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 it was sent as 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'll be considered as filed in due time if it was filed the next working day. EPN decides on a user's complaint on the basis of available documentation, but user can 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.

24. Change of data

User is obliged to inform EPN in written 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.

25. Listing in the phone book

EPN will list first and second name in the phone book, or name of the company or name of its organisational unit, phone number and addresses of all users which haven't opposed to publication of their address. Professional activities, academic or expert name of the user can be published in the phone book upon request. User's information will be published in new issues of the phone book, unless user stated in written he/she does not want further publication of his/her information.

26. Responsibility for damage

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

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

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

From the moment when the user notice any made 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 Use.

From the moment when the EPN notice any made damage, or when the user proves any damage caused to him/her 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.

27. Liability and force majeure

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

EPN cannot be held responsible for non-fulfillment of its obligations when the cause is 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 cannot be held responsible for direct or indirect damage, expenses or other financial and material consequences in cases when EPN IPTel service is not available because of:

- 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;
- interruption in functionality of the equipment and devices used in providing services, as long as interruption lasts;
- interruption or too much of noise in the access network, if interruption wasn't caused by the EPN.

28. 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.

29. Communication between contracting parties

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

Usual informative communication between contracting parties can be done orally and in written, via e-mail, fax and 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 written 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 call only on communication done in a form determined in this regulation. Decisions from this regulation do not relate to billing and prompt notes.

30. Concluding regulations

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

Changes will enter 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 of parts of the contracts which are in termination period.

Contracting parties can solve possible disputes with mutual agreements. In cases where agreement is not possible between contracting parties, nor the case is in jurisdiction of the Communications Regulatory Agency, than dispute is in jurisdiction of the court in Sarajevo.

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

Number: CEO-04-427/1

DIRECTOR

Sarajevo, October 10, 2007