

GENERAL TERMS AND CONDITIONS OF HRVATSKI TELEKOM D.D. FOR PROVISION OF SERVICES IN THE PUBLIC FIXED COMMUNICATIONS NETWORK (HRVATSKI TELEKOM FIXED SERVICES)

(hereinafter: General Terms and Conditions)

Article 1

Subject of the General Terms and Conditions

1. The General Terms and Conditions represent the terms and conditions of business of Hrvatski Telekom d.d. Zagreb, Roberta Frangeša Mihanovića 9 (hereinafter: Hrvatski Telekom) for provision of services in the public fixed communications network (herein after: Hrvatski Telekom Fixed Services).
2. Within the meaning of the General Terms and Conditions, Hrvatski Telekom Fixed Services include, among other things: connection to the public communications network of Hrvatski Telekom, access to the public communications network of Hrvatski Telekom, universal services, publicly available telephone services in the fixed network, special tariff services, Internet access services and other services for transmission of voice, data, documents and images, as well as the additional services provided pursuant to the General Terms and Conditions. The basic technical features of the network of Hrvatski Telekom, depending on a particular service, are available to end customers at the official web pages of Hrvatski Telekom (www.hrvatskitelekom.hr)
3. The General Terms and Conditions shall not refer to the transfer of voice by means of public pay telephones of Hrvatski Telekom, voice transfer services via operator, services of provision of program content via Internet protocol, sale of telecommunications terminal equipment and other services hereinafter explicitly excluded and/or the use of which is regulated by special term and conditions of business of Hrvatski Telekom, which are adopted in accordance with the applicable regulations.
4. Any relationship between Hrvatski Telekom and end customer not regulated by the General Terms and Conditions shall be subject to the provisions of the applicable electronic communications act, regulations adopted pursuant to this act and other applicable regulations of the Republic of Croatia.

Article 2

Terms and Definitions

For the purpose of these General Terms and Conditions, the below-specified terms shall have the following meaning:

1. Wireless local loop: fixed access to the network of Hrvatski Telekom by means of radio spectrum that enables physical and logical connection of the telecommunications terminal equipment and other electronic communications equipment with the public communications network or its parts;
2. Price list of Hrvatski Telekom Fixed Services: a list of Hrvatski Telekom Fixed Services and their pertaining prices, including a description and properties of a particular service of Hrvatski Telekom, which is available to the end customer, that is, the Subscriber of Hrvatski Telekom Fixed Services at any time at points of sale or internet pages of Hrvatski Telekom and which makes a constituent part of a Subscriber Contract;
3. Additional services: Hrvatski Telekom Fixed Services, which, by their nature supplement or depend on some other service of Hrvatski Telekom (e.g. CLIP – calling line identification presentation, CLIR – one-off calling line, tariff plan identification restriction). Specific additional services may be used only by means of special terminal equipment that supports them;
4. Publicly available telephone service (public voice service) in the fixed network: the service that is

available to the public and used for making and receiving of national and international calls and access to emergency services by dialing numbers from the national or international numbering plan;

5. Customer packages: special conditions of service provision and prices within services of Hrvatski Telekom principally adjusted to specific needs of specific groups of service end customers. Depending on the customer package, it is necessary to sign an additional contract with Hrvatski Telekom;
6. Hrvatski Telekom fixed network: electronic communications network together with all its parts owned and controlled by Hrvatski Telekom;
7. Network terminal equipment: terminal equipment of Hrvatski Telekom that connects the subscriber terminal equipment and a termination point, and which makes a constituent part of the fixed network of Hrvatski Telekom;
8. Service restriction: denying the Subscriber the use of a specific service, which can be the case when the conditions for a temporary disconnection in accordance with the applicable regulations, that is, these General Terms and Conditions. During the service restriction period, the following services shall be available to the Subscriber in any case: incoming calls, outgoing calls to emergency services and free Customer Service number of Hrvatski Telekom;
9. Requester: natural or legal person submitting the Request for signing a Subscriber Contract with Hrvatski Telekom, that is, for use of Hrvatski Telekom Fixed Services;
10. Business subscriber: natural and/or legal person that has signed with Hrvatski Telekom a Subscriber Contract of provision of services that are the subject matter hereof or that requests such a service, but is not a private subscriber;
11. Signature/signing: personal signature, or any other signature in accordance with the applicable regulations that Hrvatski Telekom makes available, which includes, but is not restricted to, advanced electronic signature, electronic signature and digitalized signature;
12. Subscriber terminal equipment: the terminal equipment that is either directly or indirectly connected to the fixed network of Hrvatski Telekom over the network terminal equipment. The subscriber terminal equipment also includes home installation in the facility on the Subscriber location in case when the home installation is not the ownership of Hrvatski Telekom;
13. Subscriber telephone number: a telephone number from the national Numbering Plan that is assigned to the Subscriber by secondary allocation;
14. Subscriber Contract: a contract of provision of services that are the subject matter hereof signed between the Subscriber and Hrvatski Telekom;
15. Subscriber: a legal or natural person who signed a Subscriber Contract of provision of services that are the subject matter hereof with Hrvatski Telekom or a legal or natural person requesting provision of such services;
16. Private subscriber: a natural person who signed a Subscriber Contract with Hrvatski Telekom for the purposes other than business, or a natural person requesting such services;
17. Termination point: a service interface in an object at the Subscriber location that enables access to the fixed network of Hrvatski Telekom by means of a home installation;
18. Temporary subscriber: a natural or legal person to whom a Subscriber Contract has been transferred in accordance with Article 16 of the General Terms and Conditions;

19. Hrvatski Telekom service specification: is a constituent part of the Price List of Hrvatski Telekom Fixed Services which includes a description, specific properties and the pertinent prices of particular Hrvatski Telekom Fixed Services, which is available to the end customer or subscriber of Hrvatski Telekom Fixed Services at any time at points of sale or web pages of Hrvatski Telekom and which makes a constituent part of the Subscriber Contract;
20. Standard customer package (Halo Zovem Sve package for private subscribers, or Halo Super Business package for business subscribers): standard prices (prices of connection, network access and use) and conditions of use of the publicly available telephone service of Hrvatski Telekom which are available to all subscribers regardless of their geographical location. Unless the Subscriber opts for some other customer package within the public telephone services of Hrvatski Telekom, it shall be considered that the Subscriber selected the standard customer package (Halo Zovem Sve package for private subscribers, or Halo Super Business package for business subscribers);
21. Tariff plans: special benefits and/or discounts which Hrvatski Telekom offers for a particular service;
22. Telecommunications access line: a local telecommunications access line in the fixed network of Hrvatski Telekom;
23. Telecommunications terminal equipment: equipment which enables communication by either a direct or indirect connection to the interface of the fixed network of Hrvatski Telekom in any way, and it can be subscriber terminal equipment and/or network terminal equipment;
24. Universal services: services that are available at a favorable price to all end customers in the Republic of Croatia pursuant to a reasonable Request and regardless of their geographic location.
25. Access to the public communications network: access to the network of Hrvatski Telekom by means of a physical or other connection of the subscriber terminal equipment to the fixed network of Hrvatski Telekom for the purpose of utilization of public communications services, including the broadband network access;
26. Special tariff services: services provided by means of the fixed network of Hrvatski Telekom which include a specific value added element and, among other things, include content services (060 services), universal access number service (062 service), tele-voting (061 service) and toll-free calling service (0800 service), which Hrvatski Telekom or other operator of public communications services with the access to the fixed network of Hrvatski Telekom provides to the end customer;
27. Request: a Request for signing a Subscriber Contract with Hrvatski Telekom and/or any subsequent Request for provision of a specific service of Hrvatski Telekom, that is, for change of the Subscriber Contract with Hrvatski Telekom, unless stated otherwise in a particular case.

Article 3

Signing a Subscriber Contract

1. By signing the Request, the Requester accepts the terms and conditions of use of Hrvatski Telekom Fixed Services which are set out in the General Terms and Conditions. When signing a Subscriber Contract, Hrvatski Telekom shall hand in the General Terms together with the Hrvatski Telekom Fixed Service Specification, which the Subscriber Contracted with Hrvatski Telekom, i.e. Hrvatski Telekom shall give the instructions to the Subscriber that the General Terms and Conditions as well as the Hrvatski Telekom Fixed Service Specification, which the Subscriber Contracted with Hrvatski Telekom can be downloaded on the web pages of Hrvatski Telekom. The Request shall be submitted on a standard form of Hrvatski Telekom which includes all elements in accordance with the applicable regulations, as well as those elements that the General Terms and Conditions prescribe as a constituent part of the standard form of Hrvatski Telekom, including a subscriber's statement that he/she received the General Terms and Conditions and the Hrvatski Telekom

Fixed Service Specification which the Subscriber Contracted with Hrvatski Telekom, i.e. that he/she agrees to download the previously specified documents from the web pages of Hrvatski Telekom. Hrvatski Telekom shall accept the filled out and signed Request in accordance with the General Terms and Conditions.

2. The Requester has the right to set in advance the date of signing or termination of the Subscriber Contract. If case of signing the Subscriber Contract, the Requester has the right to set in advance the date of signing the Subscriber Contract with an announcement at least thirty (30) workdays in advance. If the Requester does not set in advance the date of termination of the Subscriber Contract, the Requester has the right to do it by an announcement at least twelve (12) workdays in advance. The time period at issue shall be applied in the case when the Subscriber requests the termination of the Subscriber Contract, and it shall not be applied in the case of changing to another network operator. In this case, the rights and obligations set out in the Subscriber Contract shall start to apply in accordance with Article 5 of the General Terms and Conditions in the event of signing of the contract, and in the event of termination of the Subscriber Contract, the legal effects shall come into force from the date that was set in advance by the Subscriber. The previously specified shall apply under the condition that all requirements for signing or termination of the Subscriber Contract in accordance with the General Terms and Conditions have been met.
3. Upon receiving the Request by a Requester who does not have a service contracted with another operator, Hrvatski Telekom shall send to the Requester within 15 days either a confirmation of acceptance of the Request or a notice of rejection, in which case any method of informing the Requester than can be proved shall be acceptable (e.g. telephone call, e-mail, registered mail, interactive voice response (IVR)). The date communicated to the Requester in the confirmation of acceptance of Hrvatski Telekom shall be considered the date of acceptance of the Request.
4. Upon receiving the Request by a Requester who has a service contracted with another operator (hereinafter: the current operator), and wants to switch to Hrvatski Telekom Fixed Services, Hrvatski Telekom shall send to the Requester a confirmation of acceptance or a notice of rejection of the Request in the manner set out in paragraph 3 of this Article not later than:
 - o 30 days from the date of signing a universal statement of termination of the contract with the current operator defined by special regulations (hereinafter: universal statement) by the Requester, to the
 - o Requester with a mandatory Subscriber Contract period with the current operator and/or to the Requester who specified in his/her universal statement that he/she shall keep the particular service (e.g. internet, television) with the current operator;
 - o 15 days from the date of signing of the universal statement by the Requester, to the Requester without mandatory Subscriber Contract period with the current operator or to the Requester who specified in his/her universal statement that he/she is familiarized with the mandatory contract period and that he/she agrees to pay the current operator an early contract termination fee.
5. If Hrvatski Telekom fails to deliver to the Requester a confirmation of acceptance of the Request within periods referred to in paragraph 3 and 4 of this Article, the Request, as well as all relevant requests shall be considered rejected or withdrawn.
6. If Hrvatski Telekom accepts the Requesters Request within periods referred to in paragraph 3 and 4 of this Article, Hrvatski Telekom shall provide to the Requester from paragraph 3 hereto the requested service in accordance with article 5 of the General Terms and Conditions within maximum 45 days from the date of receiving the Request, i.e. to the Requester from paragraph 4 hereto, within maximum 45 days from the date of signing the universal statement.
7. If Hrvatski Telekom fails to provide the requested service after expiry of the period referred to in paragraph 6 of

this Article, the Subscriber has the right to terminate the Subscriber Contract without the obligation of paying Hrvatski Telekom the early contract termination fee until the date of service provision. After the service has been provided to the Subscriber, the late provision shall not be considered a basis for a termination of the Subscriber Contract without the obligation of payment of the early contract termination fee.

8. Hrvatski Telekom has the right to ask from the Requester referred to in paragraph 3 and 4 of this Article a written consent for extension of the period for provision of the requested service, until a withdrawal provided by the Requester. If the written consent is provided by the Requester, the service provision outside the period prescribed in paragraph 6 of this Article shall not be considered late service provision and in this case the Requester shall not have the right to claims against Hrvatski Telekom on the basis of delay in service provision which are referred to in Article 14 paragraph 19 of the General Terms and Conditions.
9. If Hrvatski Telekom accepts the Request, but subsequently establishes that it is not able to provide the requested service (e.g. specific speeds, particular location, etc.), Hrvatski Telekom has the right to terminate the Subscriber Contract within the period for realization of the service referred to in paragraph 6 of this Article and the Subscriber shall not have the right to a compensations on the basis of delay in service provision which are referred to in Article 14 paragraph 19 of the General Terms and Conditions.
10. The Subscriber Contract between Hrvatski Telekom and the Subscriber shall be considered executed when Hrvatski Telekom accepts the Request.
11. The Request accepted by Hrvatski Telekom, together with the General Terms and Conditions, Hrvatski Telekom Fixed Service Specification and the Price List of Hrvatski Telekom Fixed Services comprise a Subscriber Contract for the purposes of the General Terms and Conditions.
12. Hrvatski Telekom may enable the Subscriber to submit the Request electronically (on-line) or by any other means of remote communication made publicly available by Hrvatski Telekom. By submitting the Request in this way, the Subscriber consents to usage of means of remote communication for the purpose of signing the contract, confirms to have been familiarized with and accepts that the Subscriber Contract between Hrvatski Telekom and the Subscriber may be considered executed by activation of the service according to the previously mentioned procedure, unless it has been stated otherwise in the procedure prior to execution of the Subscriber Contract. In case of a remote execution of the contract or execution of the contract outside the premises of Hrvatski Telekom, Hrvatski Telekom shall inform the Requester about all data stipulated by special consumer protection regulations, and send the Requester a copy of the contract, that is, a confirmation of the signed contract, in the manner and form stipulated by the special consumer protection regulations.
13. If the Subscriber Contract includes two or more individual telecommunications access lines, the rights and obligations set out in this Subscriber Contract shall be construed and applied separately for each telecommunications access line, as if separate contracts have been signed, in particular, regarding the right to a temporary disconnection and/or termination of the Subscriber Contract in accordance with the General Terms and Conditions.
14. An individual service of Hrvatski Telekom the use of which is (technologically) conditioned by provision of some other service in accordance with the pertinent service specification from the Price List of Hrvatski Telekom Fixed Services shall have the legal destiny of the service that is its prerequisite.
15. If the standard technical requirements for connection to the fixed network of Hrvatski Telekom for the purpose of access to universal services are not met on the location of connection, with the approval of the Requester, Hrvatski Telekom shall install a proxy technical solution for access to universal services or put the Request on a waiting list after informing the Requester about it. If technical requirements for provision of some other service of Hrvatski Telekom, other than the universal service, are not met, Hrvatski Telekom has the right to put the Request on the waiting list after informing the Requester about it.

16. After the meeting of the appropriate technical requirements, Hrvatski Telekom shall automatically enable the Subscriber, who is accessing the universal services by means of a proxy technical solution, to access the universal services by means of standard technical requirements for connection to the fixed network of Hrvatski Telekom, i.e. Hrvatski Telekom shall previously contact the Requester whose Request has been put on the waiting list in order to check if the Requester is interested in the service at issue.
17. The Requester may give up the submitted Request, with a prior notice sent to Hrvatski Telekom, until the moment of acceptance of the Request by Hrvatski Telekom, in accordance with general regulations on obligatory relationships.
18. If the Requester who set the date of signing of the Subscriber Contract in advance, gives up the Request or if one of the reasons for rejection of the Request referred to in Article 4 hereof is fulfilled in the period from acceptance of the Request by Hrvatski Telekom until the service activation, the Requester shall be obliged to compensate Hrvatski Telekom any cost on that basis according to the fee specified in the Price List of Hrvatski Telekom Fixed Services.

Article 4

Rejection of the Request

Hrvatski Telekom has the right to reject the Request in the following cases:

- if the standard technical requirements for connection to the fixed network of Hrvatski Telekom, i.e. for provision of Hrvatski Telekom Fixed Services are not met on the connection location, except in the case referred to in Article 2 paragraph 8 of the General Terms and Conditions;
- if the Request has not been filled out properly;
- if the Requester fails to provide Hrvatski Telekom the evidence on his/her identity as well as any other data and/or document required for signing of the Subscriber Contract in accordance with the General Terms and Conditions;
- if the Requester is a minor or a person of limited work capacity or no work capacity at all, and has no valid consent of his/her legal representative or if there are failures in the approval or right to representation;
- if there is reasonable doubt that the Requester's identity data, or data on the Requester's legal capacity and solvency are either inaccurate or untrue;
- if a bankruptcy or any similar proceeding has been instituted against the Requester or if the Requester becomes incapable of payment or overindebted, or if, according to a reasonable judgment of Hrvatski Telekom, the Requester will not be able or does not have the intention of settling his/her own due obligations for the received services, and if the Requester fails to submit the appropriate assurance of payment;
- if, at the moment of submitting the Request, the Requester has any due and outstanding obligations towards Hrvatski Telekom, and fails to provide the appropriate assurance of payment;
- if there is a reasonable doubt that the Requester misuses or has an intention of misusing some of the services provided by Hrvatski Telekom or if the Requester enables a third party to misuse such service or if the Requester denies or fails to report a misuse of such services by thirds parties (including, but without restriction to, violation of intellectual property rights);
- if there is a reasonable doubt that the Requester provides or has an intention of providing electronic communications services without a prior approval by a competent authority, or without a special contract that is to be signed with Hrvatski Telekom for this purpose;

- o if the Requester does not have an appropriate Subscriber Contract for the fixed service of Hrvatski Telekom which is a prerequisite for provision of the requested service in accordance with the corresponding Hrvatski Telekom Fixed Service Specification from the Price List of Hrvatski Telekom Fixed Services;
- o in any other case specified in the Hrvatski Telekom Fixed Service Specification for a particular service from the Price List of Hrvatski Telekom Fixed Services.

Notwithstanding the above, Hrvatski Telekom shall not reject a Request for signing of the Subscriber Contract in the event when the Requester disputes his/her debt to Hrvatski Telekom in a court or extrajudicial proceeding, except in case of the same type of service between Hrvatski Telekom and the Requester.

Article 5

Activation of Hrvatski Telekom Fixed Services

1. The service activation shall be considered connection of the telecommunications terminal equipment to the fixed network of Hrvatski Telekom on the connection location specified in the Request, i.e. enabling the Subscriber to use the Hrvatski Telekom Fixed Services, depending on the specific properties of each individual service set out in the fixed service specification from the Price List of Hrvatski Telekom Fixed Services.
2. Billing and collection of the service shall start by the service activation in accordance with the General Terms and Conditions. In case of installation of telecommunications terminal equipment by Hrvatski Telekom, the service activation shall start from the date of a successful installation of the equipment on the connection location.
3. For the purpose of utilization of individual Hrvatski Telekom Fixed Services, the Subscriber can opt for self-installation of the telecommunications terminal equipment (installation of the telecommunications terminal equipment by the Subscriber). In this case, the service activation shall start from the date of acceptance of the telecommunications terminal equipment by the Subscriber on the connection location. The activation also means a remote access to the telecommunications terminal equipment for the purpose of service activation. If the Subscriber is not able to activate the service on the date of acceptance of the telecommunications terminal equipment, the Subscriber shall immediately inform Hrvatski Telekom about this and Hrvatski Telekom shall provide support to the Subscriber with an aim of a successful installation. In this case the monthly fee for the service in question shall be reduced in proportion to the duration of the support provided by Hrvatski Telekom.
4. On the location of connection, the Subscriber shall ensure the appropriate telecommunications terminal equipment at his/her own cost i.e. the Subscriber shall adjust the telecommunications terminal equipment pursuant the service specification from the Price List of Hrvatski Telekom Fixed Services, ensure the power supply required for the installation, operation and maintenance of the equipment, and if necessary, equalizing of potentials, including grounding in accordance with applicable regulations, the appropriate home installation, and the appropriate computer program that enables access to the service. The telecommunications terminal equipment, including the home installation, which is connected to the fixed network of Hrvatski Telekom, must be in accordance with applicable regulations and service specification from the Price List of Hrvatski Telekom Fixed Services and be attested.
5. The Subscriber shall enable Hrvatski Telekom to access the object on the location of connection, i.e. the Subscriber shall enable the use of the Subscriber's property free of charge, as well as carry out any other necessary action in accordance with instructions provided by Hrvatski Telekom, in the extent that is necessary for testing, installation, upgrade, modernization and maintenance of the electronic communications network,

telecommunications access line and/or telecommunications terminal equipment, i.e. provision of the requested service. In this case, Hrvatski Telekom shall ensure and install the telecommunications terminal equipment at the Subscriber's premises. In doing this, Hrvatski Telekom shall use the existing home installation up to the Subscriber's premises. The period during which Hrvatski Telekom is not able to access the object on the location of connection for the reasons that are outside control of Hrvatski Telekom, shall not be included in the time required for connection of the telecommunications terminal equipment and service activation.

6. The Subscriber shall neither open, damage nor modify in any way the telecommunications terminal equipment in ownership of Hrvatski Telekom. Furthermore, the Subscriber shall not replace the equipment from the location of connection for which the equipment is intended. The overall maintenance and modifications of the installed telecommunications terminal equipment in ownership of Hrvatski Telekom may be carried out only by persons authorized by Hrvatski Telekom, except stated otherwise in the Hrvatski Telekom Fixed Service Specification. Upon termination of the Subscriber Contract for any reasons, the Subscriber shall enable the return of the telecommunications terminal equipment in ownership of Hrvatski Telekom in operating condition. Otherwise, the Subscriber shall be obliged to compensate Hrvatski Telekom for any damage that could incur in this way.
7. The Subscriber shall be liable for any damage that occurs due to improper and unauthorized use or misuse of telecommunications terminal equipment in ownership of Hrvatski Telekom as a result of omission of due diligence. The Subscriber shall immediately inform the Customer Service of Hrvatski Telekom about each defect, damage, loss or theft of the telecommunications terminal equipment in ownership of Hrvatski Telekom.
8. In case of implementation of a proxy technical solution for access to the universal services in accordance with Article 3 paragraph 15 of the General Terms and Conditions, Hrvatski Telekom shall connect the telecommunications terminal equipment to the fixed network of Hrvatski Telekom by means of special technology. In this case, the Subscriber is familiarized with and accepts, considering the scope of technical and operating possibilities of a particular special technology, the possibility that some services will not be available to him/her, such as carrier selection or pre-selection service, broadband internet access service and other technologically more advanced services, which will be stated in the Hrvatski Telekom Fixed Service Specification of the service at question.
9. Hrvatski Telekom shall deliver the Subscriber written instruction on protection method and measures against possible misuse and fraud in the public communications network, at the moment of service activation at the latest. In the event of the internet access service provision, if Hrvatski Telekom, or the Subscriber, during the installation is not able to perform all actions because of the non-compliance of the telecommunications terminal equipment of the Subscriber with installation programs or in the event of the Subscriber's Request for self-installation, Hrvatski Telekom shall immediately upon learning of the situation, provide the Subscriber with written instructions on the possibilities of protection of the Subscriber account against unauthorized use, as well as on all consequences of unprotected use of the internet access service. The Subscriber shall grant by his/her signature to have been introduced with the instructions clearly and unambiguously and to have received them.
10. The Subscriber shall be responsible for implementation of all safety and other measures required for protection of the subscriber terminal equipment, computer programs and data, if Hrvatski Telekom meets the obligation referred to in paragraph 9 of this Article.
11. The Subscriber shall install the appropriate computer program on his/her terminal equipment, which enables the Subscriber to access the requested service.
12. Hrvatski Telekom shall not be liable for service unavailability, inadequate service quality or damage that might occur if the Subscriber replaces the telecommunications terminal equipment without consent of Hrvatski

Telekom, fails to secure the required configuration of the terminal equipment or fails to adjust the existing subscriber terminal equipment to requirements from the service specification, to act in accordance with instructions of Hrvatski Telekom in accordance with paragraph 5 of this Article and to install the appropriate computer program or home installation in accordance with paragraph 4 of this Article, i.e. if the home installation, terminal equipment configuration or computer program installation are faulty or improper and if the Subscriber uses the terminal equipment in the manner that is contrary to the instructions provided by Hrvatski Telekom and the General Terms and Conditions.

13. Upon service activation and during the effective period of the Subscriber Contract, the Subscriber shall, at his/her own cost, ensure the compliance of the subscriber terminal equipment with the requirements set out in the service specification from the Price List of Hrvatski Telekom Fixed Services, and act in accordance with instructions of Hrvatski Telekom and enable Hrvatski Telekom to undertake any necessary action related to upgrade and modernization of the electronic communications network, telecommunications access line and/or telecommunications terminal equipment, all with the purpose of providing electronic communications services to the Subscriber. If the Subscriber fails to act in accordance with obligations referred to in this paragraph, Hrvatski Telekom has the right to termination of the Subscriber Contract.

Article 6

Requester/Subscriber Data

1. The Subscriber shall provide information and/or documents that Hrvatski Telekom specified as necessary for the purpose of the Subscriber's undoubtful identification/authenticity, establishing a contract and meeting the contractual rights and obligations, in the form requested by Hrvatski Telekom, including a copy of the identity card, or customer identifier assigned pursuant to a Subscriber Contract with Hrvatski Telekom (e.g. PIN, user name).
2. Data concerning the contractual relationship, based on which Hrvatski Telekom Fixed Services are billed and collected, including the traffic data (which, among other things include in the case of telephone lines, the Subscriber number or the operator number of the calling and called party, the beginning and the end of the connection, and in the case of internet access such data include connection and user identification, the beginning and the end of the connection, type of access, IP address, scope of the transferred data), or data necessary for provision of Hrvatski Telekom Fixed Services are processed for the following purposes:
 - o provision of Hrvatski Telekom Fixed Services;
 - o billing and collection of the provided services, as well as interconnection services (data are processed only until the expiry of due claims in accordance with general regulations on obligatory relations, and for the purpose of collection, data are process until the collection of claims, or in case of disputed claims, until the settlement of dispute);
 - o verification of the solvency;
 - o billing and collection of special tariff services provided by providers of special tariff services. The processing includes exchange and delivery of contractual and traffic date to the provider of special tariff services for the purpose of billing and collection of the provided services to subscribers of Hrvatski Telekom;
 - o settlement of complaints (in case of complaints on services of another operator, this may include the exchange of necessary data between the operators);
 - o ensuring the provision of an adequate service and/or network security level and prevention of misuse and fraud (including measures for verification of quality of the provided service and repair of faults in equipment operation);
 - o performing any other action in accordance with applicable regulations.

By submitting the Request, the business subscriber authorizes Hrvatski Telekom to give to financial institutions and companies registered for solvency verification, to collect from the foregoing institutions and companies, and to process the data necessary for verification of the solvency of the business subscriber prior to signing of the Subscriber Contract with Hrvatski Telekom, or the data referring to breaches of the Subscriber Contract with Hrvatski Telekom, in order to protect the legitimate business interest of Hrvatski Telekom and to reduce the risk from possible damage, future debt and to implement the management policy, as well as to protect interests of the business subscriber.

The Subscriber shall give his/her consent for processing of data referred to in this paragraph, which is considered as a content part of the service at question, by submitting the Request, i.e. by using the relevant service of Hrvatski Telekom. The subscriber data may also be processed for other legally specified and permitted purposes, i.e. with the Subscriber's consent.

3. Hrvatski Telekom pays special attention to protection of privacy and data of its subscribers who can always contact Hrvatski Telekom if they have any additional inquiries regarding the data processing. The Subscriber may exercise his/her rights pursuant to personal data protection regulations free of charge by sending a letter or e-mail to the Customer Service of Hrvatski Telekom with a note: "For Personal Data Protection Officer of Hrvatski Telekom".
4. In order to enable the Subscriber to receive advertisements, services, including the customer support services tailored according to needs and wishes of the Subscriber, and in order to protect the legitimate business interests and prevent misuse to the detriment of the Subscriber and Hrvatski Telekom, Hrvatski Telekom must have certain data available with consent of the Subscriber in accordance with paragraphs 5 to 7 of this Article.
5. Under the condition and within the scope of the granted subscriber's consents in accordance with paragraph 6 of this Article, Hrvatski Telekom shall have the right to:
 - o use the Subscriber's data from the Subscriber Contract (hereinafter: contractual data) for the following purposes: general customer support (consultation), improvement of sales and advertising of products and services of Hrvatski Telekom, market segmentation and research, creation of new products and services of Hrvatski Telekom. The contractual data that Hrvatski Telekom requires for execution and implementation of contract (e.g.: name, surname, address, telephone number, e-mail address), and data necessary for billing and collection of services such as data generated by use of the service and/or product – classified per used products and/or services, types of calls or tariffs (without individual traffic data (service use data) and information on the products and services used by the Subscriber;
 - o directly promote products and services of Hrvatski Telekom in order to inform the Subscriber properly of the products and services offered by Hrvatski Telekom by means of written notifications, e-mail, telephone, without human mediation, telefax, direct contact of the authorized sales agents and directly promote products and services of partners of Hrvatski Telekom by written notifications of Hrvatski Telekom, in which case, the list of partners of Hrvatski Telekom will be available to the Subscriber at any moment at
 - o <https://www.hrvatskitelekom.hr/podrska/t-partneri>;
 - o provide to financial institutions and companies registered for solvency verification, to collect from the foregoing institutions and companies, and to process the data necessary for verification of the solvency of the Subscribers who are natural persons, prior to signing of the Subscriber Contract with Hrvatski Telekom, or the data referring to breaches of the Subscriber Contract with Hrvatski Telekom, in order to protect the legitimate business interest of Hrvatski Telekom and to reduce the risk from possible damage, future debt and to implement the management policy, as well as to protect interests of the Subscribers.
6. For the purposes of the applicable regulations, the Subscriber confirms to have been informed in detail about

the data processing and agrees to the methods of granting consent for the data processing referred to in paragraph 5 of this Article. The Subscribers who signed the Subscriber Contract after the General Terms and Conditions came into force, express their consent by a written Request for signing of the Subscriber Contract which includes explicitly stated types of data processing from paragraph 5 of this Article. The Subscriber has the right to express his/her consent to the data processing from paragraph 5 of this Article by means of remote communication. In this case, if the Subscriber wants to give his/her consent over the internet, Hrvatski Telekom shall enable him/her to do this on the customer pages of Hrvatski Telekom, and after the Subscriber logs in with his/her identification data, i.e. username and password. In the case when the Subscriber gives his/her consent on the phone, Hrvatski Telekom shall send the Subscriber a confirmation of the expressed consent by explicitly stating the types of data processing for which the Subscriber gave his/her consent. The Subscriber accepts and agrees that consent given on the phone is legally valid, unless disputed by the Subscriber within seven (7) days from the date of receiving the said confirmation from Hrvatski Telekom, in the manner prescribed in paragraph 7 of this Article.

7. Any consent given in accordance with paragraph 6 of this Article may be withdrawn or restricted free of charge either fully or partially (including the part referring to the preferred method of receiving promotional information) in relation to a particular service, by submitting a Request to Hrvatski Telekom, or by sending a notice to the Customer Service of Hrvatski Telekom either in writing or electronically by providing evidence on the identity of the Subscriber in accordance with paragraph 1 of this Article, or via on-line customer pages upon login. Unless specified otherwise by the Subscriber, as prescribed in this paragraph, the Subscriber agrees that the given consent from referred to in paragraph 5 of this Article shall remain in force until the termination of the contractual relationship with Hrvatski Telekom.
8. Hrvatski Telekom reserves the right to inform the Subscriber on data processing and protection of privacy and on the method of collection of consents in writing, by e-mail, web pages of Hrvatski Telekom and in any other appropriate way.
9. The Subscriber shall immediately inform Hrvatski Telekom about every change in his/her personal data from the Request, and within fifteen (15) days from the date when the change occurs at the latest. The Subscriber is solely responsible for any damage that may incur in the case of failure of meeting this obligation. If the Subscriber fails to inform Hrvatski Telekom as stated, and therefore, bills, Dunning Letters and other correspondence of Hrvatski Telekom cannot be delivered to him/her, the delivery shall be considered successful in accordance with the existing data.
10. With the consent, the subscriber data from the Request shall be published in the public telephone directory of Hrvatski Telekom, until they are withdrawn, in the scope (necessary data for meeting the purpose of the telephone directory – public availability of subscriber data are as follows: name and surname, telephone number and address). The Subscribers who are legal persons can Request restricted entry of data necessary for a basic identification and communication in the public telephone directory of Hrvatski Telekom. The telephone directory shall be published in an electronic edition (e.g. CD-ROM, web, SMS, WAP, etc.) and/or in a hard copy, as well as in the form publicly available by means of the telephone number information service. With the Subscriber's consent, a reverse search (e.g. search by telephone number) may also be enabled as a part of the electronic edition of the telephone directory. The Subscriber may Request, free of charge, that his/her personal data be not entered into the public telephone directory of Hrvatski Telekom, i.e. that his/her personal data (all or some of them) be not delivered to third parties (all or some national and/or international third parties) whom Hrvatski Telekom must forward such data in accordance with regulations.
11. The Subscriber keep his/her identifiers from the Subscriber Contract with Hrvatski Telekom (e.g. PIN, username) highly confidential and preserve them from unauthorized access. The Subscriber is solely responsible for any action, including every consent given under any of his/her identifiers, which shall be considered an action of the Subscriber to whom such designation was assigned/whose designation is at issue. Hrvatski Telekom shall not be responsible on any grounds for any damage that may occur to the Subscriber and/or a third party by actions that are contrary to these provisions and/or by irregular use of the

Subscriber's identifiers and/or misuse and/or unauthorized use of any subscriber's identifiers, i.e. for any damage that is connected or may be connected with these actions and/or misuse. The Subscriber shall change the password as soon as he/she starts to doubt in unauthorized use of his/her username and/or password. The Subscriber shall inform the Customer Service of Hrvatski Telekom as soon as he/she starts to doubt in possible misuse and/or unauthorized use of his/her identifiers.

12. The content of the message shall be stored if so requested by the Subscriber or if the storing of message is a part of the service. In this case, only data necessary for the provision of service (especially identification) are processed and service-related content is stored. The content of messages stored on media that are available to the Subscriber, especially temporarily stored electronic messages, shall be deleted at the Subscriber's order or in accordance with settings configured by the Subscriber or upon termination of the Subscriber relationship.

Article 7

Prices and Terms of Payment

1. Prices of services charged by Hrvatski Telekom pursuant to the General Terms and Conditions are specified by the applicable Price List of Hrvatski Telekom Fixed Services. The price of each individual services is visibly described and stated in the Price List of Hrvatski Telekom Fixed Services. Hrvatski Telekom is authorized to amend the Price List of Hrvatski Telekom Fixed Services, publish it and make it available in accordance with applicable regulations.
2. The price list, including the specification of Hrvatski Telekom Fixed Services, is available at all accredited points of sale of Hrvatski Telekom as well as on the official web page of Hrvatski Telekom at www.hrvatskitelekom.hr.
3. The price of the installation is a one-off fee that is paid for connection of the telecommunications access line of service end customer. The fixed network access fee of Hrvatski Telekom is paid on a monthly basis and it is called monthly access fee. The price of the monthly access fee depends on the type of access to the fixed network of Hrvatski Telekom and customer package. The price of the generated traffic is set according to the type of traffic, type of service, type of network, zone of the country in which the connection is established and the time when the connection is established, according to the duration of the applied billing unit, i.e. quantity of the generated data traffic/transferred data.
4. The price of a single call for the end customer is stated per minute, with a notice regarding the billing unit and call setup fee or minimum call duration if they are applied. The billing units are time intervals by means of which the generated traffic is billed and collected. The time intervals can amount to 1, 15, 30, 60 or more second, depending on a particular tariff system or customer package. Only whole billing units are billed and collected, which means that a call is billed and collected as a sum of billing units during a call duration, and the billing unit in which the call ends is calculated as a whole billing unit.
5. As a rule, Hrvatski Telekom Fixed Services are collected on a monthly basis by means of bills that Hrvatski Telekom issues to end customers (standard Hrvatski Telekom bill). Hrvatski Telekom shall issue the Subscriber paper bills or bills in the electronic form (e-bill). The e-bills shall be issued to the Subscriber under the condition that the Subscriber gave his/her consent for receiving of such a bill in accordance with special regulations. The Subscriber may give his/her consent for receiving of e-bills by his statement of acceptance, by accepting the terms and conditions of service use and/or by paying the e-bill. If the Subscriber gives his/her consent in one of the previously specified manners, it shall be considered that the consent was also given for receiving of e-bills in accordance with applicable regulations. The Subscriber may, at any time, Request issuing of a hard copy bill instead of an e-bill. Hrvatski Telekom bill includes, among other things, a monthly access fee, fee for generated traffic and all other fees calculated in accordance with the applicable regulations. If the end customer contracts two or more individual telephone access lines, Hrvatski Telekom, may, at a Request of the end customer, enable collection of services of Hrvatski Telekom by means of a universal bill.

6. Hrvatski Telekom enables end customers to pay their bills for electronic communications services at all credit institutions and other authorized payment transaction institutions, both in cash and money transfers from the end customer's account to the transaction account of Hrvatski Telekom. The end customer may pay the bill by a standing order or a direct debit via banks with which Hrvatski Telekom signed a contract of execution of payment transactions. The payment transaction fee shall be borne by the end customer in accordance with the conditions and price list of his/her provider of payment transaction services. If Hrvatski Telekom enables the end customers to pay in cash directly, without any agents, at points of sale of Hrvatski Telekom, this shall be possible without collection of the payment transaction fee.
7. The installation and activation shall be collected on the first regular bill of Hrvatski Telekom which follows after the service activation. Hrvatski Telekom may issue the end customer a bill for the installation service at an accredited point of sale of Hrvatski Telekom, if the Request of the end customer has immediately been accepted.
8. The monthly fee for the first and last month of the provided service shall be charged in proportion with the number of days for each day until the expiry of the month of service activation, i.e. of the month in which the Subscriber Contract referring to this particular service was terminated, unless stated otherwise in the specification of this particular service.
9. The internet access fees shall be charged for each month by means of the regular bill of Hrvatski Telekom. Exceptionally, the monthly internet access fee charged according to the username shall be charged by a separate bill of the corresponding internet access service provider.
10. At a Request of the end customer, Hrvatski Telekom shall enable, free of charge, restriction of outgoing public communications services after his/her monthly cost of such services exceeds a specific, previously defined amount, as well as a free restriction of specific types of outgoing calls and calls to particular types of numbers or groups of numbers. Hrvatski Telekom shall inform end customers in writing and on a regular basis on all available call options.
11. Hrvatski Telekom may introduce, change or terminate customer packages, tariff plans and models, change or terminate transmission speed and specific services or conditions of their provision, with a prior notification sent to the end customer in accordance with the applicable regulations. In case of change of customer packages and/or tariff plans and/or tariff models and/or transmission speed, or conditions of provision of a particular fixed service of Hrvatski Telekom, the end customer shall have the right to continue to use the relevant service of Hrvatski Telekom under the changed conditions and he/she will not need to perform any additional actions in relation to this. If Hrvatski Telekom terminates particular customer packages and/or tariff plans and/or tariff models and/or transmission speed for any reason (e.g. expiry of the period to which the competent authority gave the approval for a particular fixed service of Hrvatski Telekom, change in market conditions), the billing of such service shall continue in accordance with the standard prices and terms of Hrvatski Telekom valid at that time or at prices and terms specified by Hrvatski Telekom for that purpose in the process of migration of end customers. In case of changes of conditions and prices of services of Hrvatski Telekom, in the way that they become less favorable for the end customer compared to the previously contracted conditions and prices, the end customer shall have the right to terminate the Subscriber Contract without any penalty, within 30 days from the date of publishing the changed conditions or prices, about which Hrvatski Telekom shall inform the end customer either in writing or electronically.
12. If Hrvatski Telekom is obliged to amend the prices of a particular fixed service retroactively, pursuant to a decision by a competent authority or due to changes in the regulatory framework in the way that the new prices of the fixed service of Hrvatski Telekom become lower than the prices that the end customer paid for this service before the change, Hrvatski Telekom shall compensate to end customer the difference in the price. If the bills have been paid in full, the surplus will be reimbursed to the end customer or the end customer's financial obligation for the next billing period will be reduced by that amount.

13. The end customer is considered to receive the monthly telephone bill regularly each month. The end customer shall bear any payment transaction cost which might arise in connection with payment of the bills.
14. If the end customer's identification data, account number, reference number or any other data necessary for a proper recoding of payment transactions, are not properly entered into the payment form due to a fault of the end customer, Hrvatski Telekom shall not be responsible if the payment will not be posted for the above reasons, until the end customer delivers to Hrvatski Telekom a proof of the payment execution.
15. In case of late payments of bills for services of Hrvatski Telekom by the end customer, Hrvatski Telekom shall have the right to charge a default interest pursuant to the applicable regulations.
16. The end customer shall pay all the costs incurred by use of the Hrvatski Telekom Fixed Services over his/her telecommunications access line by third parties, provided that the end user is responsible for such use.

Article 8

Collection of Outstanding Claims

1. The end customer shall settle the entire billed amount until the due date specified in the bill of Hrvatski Telekom.
2. If the end customer fails to pay the entire bill until the date specified in the bill, Hrvatski Telekom shall send him/her a written reminder to pay the bill (hereinafter: a Dunning Letter). The end customer may receive the Dunning Letter electronically in accordance with special regulations. The Dunning Letter sent by Hrvatski Telekom includes a warning that Hrvatski Telekom will temporarily disconnect the terminal equipment and/or telecommunications access line from the fixed network of Hrvatski Telekom, if the end customer fails to settle the debt specified in the Dunning Letter within 30 days from the date of receiving the Dunning Letter. The date of receiving the Dunning Letter by the end customer shall be considered the third day after the day when Hrvatski Telekom submitted the Dunning Letter to the accredited provider of postal services, except in the case of delivery of the Dunning Letter electronically, in which case Hrvatski Telekom shall define the date of delivery by special terms and conditions.
3. The end customer who files a complaint in accordance with Article 14 of the General Terms and Conditions is obliged to pay the undisputed amount of the bill until the due date or an average amount which was charged to him/her in the period of three months prior to the period to which the complaint refers.
4. If the end customer fails to settle the due debt according to the Dunning Letter, and if he/she failed to file a complaint in accordance with Article 14 of the General Terms and Conditions, Hrvatski Telekom has the right to disconnect temporarily the terminal equipment from the fixed network of Hrvatski Telekom and restrict the use of services in accordance with Article 17 of the General Terms and Conditions. The temporary disconnection/restriction of the service use, depending on the technical capacities of Hrvatski Telekom, shall be restricted only to the unsettled services. In case of a partial payment, when the end customer receives a universal monthly bill for all contracted telecommunications access lines, the temporary disconnection shall be applied to all contracted telecommunications access lines, unless the end customer states explicitly in writing to which contracted telecommunications access lines the partial settlement of the bill refers.
5. If the end customer fails to settle the debt in the next 30 days from the day of temporary disconnection, or restriction of the service use referred to in paragraph 4 of this Article, Hrvatski Telekom shall have the right to disconnect permanently the subscriber terminal equipment from the fixed network of Hrvatski Telekom, i.e. to cancel the provision of service and terminate the Subscriber Contract in accordance with Article 19 of the General Terms and Conditions.
6. In cases referred to in paragraphs 4 and 5 of this Article, Hrvatski Telekom shall not be liable for any

damage that may occur to the end customers because of the temporary disconnection of the subscriber terminal equipment (telecommunications access line) from the fixed network of Hrvatski Telekom, i.e. restriction of service use.

7. Hrvatski Telekom reserves the right to charge the end customers any cost of the Dunning Letter in accordance with the applicable Price List of Hrvatski Telekom Fixed Services.
8. Hrvatski Telekom may cede the claims against the end customer to third parties, banks and accounts receivables agencies, in the manner and in accordance with the applicable regulations. However, the end customer shall not bear the cost of the cession or any other cost that might result in relation to the cession of claims.

Article 9

Obligations of Hrvatski Telekom

1. For the purposes of providing fixed services, Hrvatski Telekom shall:
 - o for the services which require this by their nature, allocate to the Subscriber a specific subscriber telephone number in the fixed network of Hrvatski Telekom assigned to the telecommunications access line installed on the location of connection. Notwithstanding the foregoing, Hrvatski Telekom and the Subscriber may agree on the transfer in the fixed network of Hrvatski Telekom of a telephone number which was allocated to the Subscriber by another operator of publicly available telephone services in accordance with the applicable regulations on number portability. Hrvatski Telekom reserves the right to change the Subscriber telephone number in the fixed network of Hrvatski Telekom in case of change in the numbering plan in accordance with the decision of the competent authority. Hrvatski Telekom shall inform the Subscriber about the change in writing and in advance (legal persons – 60 days in advance, natural persons – 30 days in advance). In this case the Subscriber shall not have the right to compensation of damage which is a result of the change of the Subscriber telephone number in the fixed network of Hrvatski Telekom;
 - o for the services which require this by their nature, allocate to the Subscriber username and identification codes and passwords (e.g. for internet access authorization), i.e. subscriber identifier as well as any other identification code and password (hereinafter: PIN codes), which the Subscriber may use for the purpose of an easier access to Hrvatski Telekom and its services;
 - o connect its electronic communications network with other electronic communications networks in the Republic of Croatia and abroad in order to enable both direct and indirect communication between users of these networks in accordance with the applicable regulations and international standards and recommendations;
 - o make available to the Subscriber the corresponding excerpt of the applicable pricelist for Hrvatski Telekom Fixed Services free of charge and in the appropriate manner;
 - o automatically record the data on the provided services for the billing and collection purposes and, at a subscriber's Request, enable review of these data by means of an itemized bill in accordance with the applicable regulations;
 - o at a subscriber's Request and free of charge, provide an itemized bill either in printed or electronic form for a period of up to one year back;;
 - o at a subscriber's Request, enable a free outgoing call restriction after the cost of such calls exceeds a specific, pre-selected amount, in accordance with the decision of the Croatian Agency for Post and Electronic Communications (hereinafter: Agency);

- at a subscriber's Request, enable a free restriction of certain types of outgoing calls or calls to specific types of numbers or groups of numbers, free access to emergency numbers, including free access to the Universal European Emergency Telephone Number – 112;
 - enable free access to the Customer Service of Hrvatski Telekom and fault report and repair service, which will be available to customers 24/7;
 - in case of signing a Subscriber Contract with a specific service use trial period within which the Subscriber may cancel the service free of charge, inform the Subscriber in writing within five (5) days before the expiry of the trial period that he/she will not be able to terminate the contract free of charge after certain date;
 - if there are technical capacities for this, offer to the current subscribers, and new ones when they are signing the Subscriber Contract, installation of the parental guidance lock;
 - in case of change of technology used for service provision, which requires adjustment of the Subscriber's terminal equipment, inform the Subscriber, either in writing or electronically, at least 90 days in advance before the implementation of the planned change.
2. As provider of universal services and in accordance with an Agency decision, Hrvatski Telekom shall enable the following:
 - special benefits for the socially deprived customer groups;
 - access to a single comprehensive public directory of all subscribers of publicly available telephone services in the form approved by the Agency;
 - access to the inquiry service of Hrvatski Telekom, including provision of information of all subscriber numbers of publicly available telephone services in the Republic of Croatia, which will be available to the Subscribers 24/7.
 3. Hrvatski Telekom shall ensure functional and undisturbed operation of its telecommunications system. For this purpose Hrvatski Telekom shall regularly maintain, upgrade and modernize its network capacities as well as supervise the functionality and the quality of service in accordance with the technical standards and regulations and the maintenance plans for a functional and undisturbed use of services. In order to prevent network attenuation, Hrvatski Telekom shall make it highest efforts in order to accomplish effective use of the network resources.
 4. Hrvatski Telekom shall neither grant nor be responsible for the availability of services which are not under a direct control of Hrvatski Telekom, i.e. which are provided to the Subscriber by other operators of public communications services, or for possible damage that might incur to the Subscriber on that occasion.
 5. Hrvatski Telekom shall not be liable for the content of communications that are transferred by means of the fixed network of Hrvatski Telekom.
 6. Hrvatski Telekom shall not be liable to keep the content of the customer communications (e.g. e-mails, file or web pages) stored on the servers of Hrvatski Telekom for more than a year from the date of the last customer's access to the internet services by means of customer identifier provided by Hrvatski Telekom to which such data are linked or from the date of the last customer's access to his/her e-mail inbox, whichever of the circumstances comes later.
 7. Hrvatski Telekom shall not make and keep backup copies of the subscriber data stored on the servers of Hrvatski Telekom as a part of provision of Hrvatski Telekom Fixed Services, unless prescribed and contracted differently.

Article 10

Quality of Fixed Service of Hrvatski Telekom and Maintenance and Inspection of Terminal Equipment

1. Hrvatski Telekom provides services with a level of quality that is in accordance with all applicable technical standards and regulations of the Republic of Croatia.
2. Hrvatski Telekom shall undertake the best efforts to continuously upgrade and modernize its network, within its possibilities, and to ensure integrity and continuity of the fixed network of Hrvatski Telekom and it shall undertake any necessary activity in order to test or repair terminal equipment in the shortest period possible. For this purpose, Hrvatski Telekom shall have the right to inspect the functionality of the subscriber terminal equipment and pertinent installation, for which there is a reasonable doubt that it causes disturbances in the fixed network of Hrvatski Telekom. In this case, the Subscriber shall enable Hrvatski Telekom undisturbed access to the subscriber terminal equipment to the extent required to perform the previously mentioned inspection.
 - o Exclusively for the purpose of enabling the proper functioning of the fixed service of Hrvatski Telekom in question, the Subscriber agrees and accepts that Hrvatski Telekom is authorized to access remotely the subscriber terminal equipment (including the access to customer designations on the subscriber terminal equipment) in order to inspect the subscriber terminal equipment, in the manner and scope necessary for testing of the functionality, defining of the settings and other necessary actions for the previously mentioned purpose of enabling the proper functioning of the fixed service of Hrvatski Telekom in question.
 - o The Subscriber shall not be charged for the cost of traffic generated in the process of testing the service functionality.
 - o If the Subscriber asks Hrvatski Telekom for technical support by means of remote computer access (either as an independent service or a part of another service), by submitting the Request he/she gives his/her consent to Hrvatski Telekom to undertake any necessary action in order to provide this service.
 - o The Subscriber agrees and accepts that the inspection of the terminal equipment referred to in this paragraph may cause a temporary suspension of the service, as a part of the necessary action required to enable proper functioning of the service.
3. If the inspection by Hrvatski Telekom shows a fault on the subscriber terminal equipment that might affect the operation and/or functionality of the fixed network of Hrvatski Telekom or service quality, the Subscriber shall repair the fault in accordance with the instructions of Hrvatski Telekom, at latest within 30 days after receiving a warning from Hrvatski Telekom. Hrvatski Telekom has the right to disconnect temporarily the subscriber terminal equipment from the fixed network of Hrvatski Telekom in accordance with Article 17 of the General Terms and Conditions, until the established fault is repaired.
4. If the Subscriber fails to repair the fault in accordance with the previously stated, or does not enable Hrvatski Telekom undisturbed access to the subscriber terminal equipment, for the purpose of inspection and repair, within 30 days from the date of temporary disconnection of the subscriber terminal equipment, Hrvatski Telekom shall have the right to disconnect the subscriber terminal equipment permanently from the fixed network of Hrvatski Telekom and to terminate the Subscriber Contract in accordance with Article 19 of the General Terms and Conditions.
5. If the inspection by Hrvatski Telekom shows that the subscriber terminal equipment is connected to the fixed network of Hrvatski Telekom without authorization and that the Subscriber and/or third party misuses the fixed network of Hrvatski Telekom in any other way, Hrvatski Telekom shall have the right to disconnect the equipment from the fixed network of Hrvatski Telekom and to terminate the Subscriber Contract in

accordance with Article 19 of the General Terms and Conditions.

6. Any cost caused to Hrvatski Telekom in relation to the testing of functionality and/or repair of the subscriber terminal equipment performed after the Subscriber reported the fault, shall be borne by the Subscriber if Hrvatski Telekom is not responsible for the fault.
7. The Subscriber agrees and accepts that, within technical and operational capacities of the system of Hrvatski Telekom, there is a possibility that a particular fixed service of Hrvatski Telekom is not available at any time. Furthermore, the Subscriber agrees and accepts that due to the previously mentioned, there may be delays in sending or receiving of data that are transmitted by means of the system of Hrvatski Telekom.
8. In particular, the Subscriber agrees and accepts that in case of provision of specific IP (internet protocol) based Hrvatski Telekom Fixed Services there may be deviations in quality of service provision (e.g. delays in sending or receiving data). For certain IP based Hrvatski Telekom Fixed Services, Hrvatski Telekom cannot grant the accuracy of data about the location that the call originates from, including the calls to emergency numbers. Furthermore, certain IP based Hrvatski Telekom Fixed Services shall not be available in case of loss of electricity supply and that they do not enable the carrier selection or pre-selection service. The previously mentioned properties and deviations in provision of certain Hrvatski Telekom Fixed Services, which includes, but without restriction to, public voice services in the fixed network of Hrvatski Telekom, are set out in detail in the service specification in the Price List of Hrvatski Telekom Fixed Services. In the described cases, Hrvatski Telekom shall not be held liable for damage that might be caused to the Subscriber or third parties, unless the damage is a result of intention or gross negligence only on the side of Hrvatski Telekom.
9. The transmission range of a specific service of Hrvatski Telekom is a maximum transmission range that is subject to changes depending on the network load.
10. The Subscriber confirms to have been informed and agrees that the telephone calls between Hrvatski Telekom and the Subscriber may be recorded and processed further, for the purposes of quality improvement of Hrvatski Telekom Customer Service and settlement of possible complaints of customers against the work of the Customer Service agents, as well as for the safety purposes (protection of employees and property of Hrvatski Telekom and protection of public/general safety), and that protection measures can be undertaken in accordance with the applicable regulations. Hrvatski Telekom shall inform the Subscriber in every call, that the call may be recorded. The recorded material shall be irretrievably destroyed after the purpose of the recording has been met.
11. Hrvatski Telekom shall provide the service of free calls to the Universal European Emergency Number (112) as well as to other emergency numbers in the Republic of Croatia, which includes free diversion of such calls to other telephone numbers use by emergency services. Hrvatski Telekom shall ensure to the central authority competent for receiving of emergency calls data on the Subscriber location from which the call to a specific emergency number was made in accordance with special regulations.
12. The additional provisions on the minimum quality level of the offered services are prescribed by special regulations on the manner and conditions for performance of operation in the segment of electronic communications networks and services adopted by the Agency Council.
13. When it comes to customer packages and/or tariff plans and/or tariff models, Hrvatski Telekom shall define possible restrictions of use of a particular fixed service of Hrvatski Telekom.

Article 11

Fraud Prevention

1. In order to ensure protection against misuse and fraud in the public communications network, Hrvatski Telekom shall undertake suitable protection measures relating to the network and services provided by

means of the fixed network of Hrvatski Telekom on a regular basis. The suitable protection measures must ensure the security level that corresponds to the existing network security risk level, taking into consideration the available technical and technological solutions and costs of such measures. Hrvatski Telekom shall familiarize the Subscriber with such protection in writing, prior to the commencement of provision of public communications services.

2. Hrvatski Telekom shall supervise the usual course of action of the Subscriber when using the services and it shall warn the Subscriber about each unusual or sudden increase of costs in use of a particular service, which may point to fraud or unauthorized use. If the Subscriber has a contracted service package, which is billed on a single bill in every individual billing period, the warning shall refer to each element of the package separately. The Subscriber shall be warned if the usage doubles compared to the average service use in the past three months.
3. Hrvatski Telekom reserves the right to temporarily restrict the access and use of specific services, as well as to introduce other appropriate measures for the purpose of protection against misuse and fraud, cost restriction, protection of interests of the Subscriber and Hrvatski Telekom, well as reduction of future debt and implementation of the risk management policy (e.g. restriction of calls to high-risk numbers, including calls to international destination, e.g. via semi-automatic dialing service, restriction of customer access to the e-mail server which are doubted to virus-infected, restriction of outgoing traffic in order to reduce spreading of viruses).
4. If, considering the Subscriber's solvency and his/her former payment habits and/or average service use, Hrvatski Telekom establishes that there is a reasonable doubt that the Subscriber will not be able or has no intention of settling his/her debts referring to the provided services, Hrvatski Telekom has the right, in every billing period, to Request from the Subscriber payment of the full amount generated by service use in the period from the last bill until the date set in the Request of Hrvatski Telekom, i.e. Request the appropriate assurance of payment that Hrvatski Telekom finds necessary (deposit, bank guarantee, etc.) if the service use is four times higher than the average bill in the past three months. If the Subscriber fails to meet this Request of Hrvatski Telekom within the period specified in the Request, Hrvatski Telekom shall have the right to disconnect temporarily the subscriber terminal equipment/restrict the service use in accordance with Article 17 of the General Terms and Conditions.
5. During the temporary disconnection, or restriction of the service use for the reasons referred to in paragraph 2, 3, and 4 of this Article, the Subscriber will be able to make calls to emergency services, receive incoming calls and make calls to the toll-free Customer Service number.
6. The Subscriber undertakes to use Hrvatski Telekom Fixed Services only for his/her own purposes, and not to cede Hrvatski Telekom Fixed Services, or their individual parts, for either temporary or permanent use to third parties without a prior written approval of Hrvatski Telekom.
7. The Subscriber shall use the services provided by Hrvatski Telekom over the public communications network properly and responsibly, and he/she is therefore obliged to apply the available protection measures against misuse and fraud in the public communications network in accordance with instructions of Hrvatski Telekom. Such measures shall be available to the Subscriber on the official web pages of Hrvatski Telekom or in any other appropriate manner.
8. In particular, the Subscriber confirms to have been familiarized with all instructions, recommendations and rules of conduct prescribed by Hrvatski Telekom and published in accordance with paragraph 6 of this Article, especially in relation to access to the internet of Hrvatski Telekom and in the case of modifications of the instructions and rules of conduct of the corresponding internet service provider, he/she accepts them and undertakes to adhere to them when using the internet access service. The Subscriber shall take due care and responsibly undertake the appropriate measures to prevent misuse of the Subscriber's e-mail user account, including all measures specified referred to in Article 6 paragraph 11 of the General Terms and Conditions.

9. In particular, it is forbidden and represents a violation of the General Terms and Conditions to use Hrvatski Telekom Fixed Services and/or fixed network of Hrvatski Telekom for the purpose of publishing or transferring of content and data contrary to the applicable regulations, as well as of the content and data that are inaccurate, incomplete, offensive and/or deceiving, or which are known or could be known to be inaccurate, incomplete, offensive and/or deceiving, or which could in any other way put the system of Hrvatski Telekom at risk. Furthermore, it is forbidden to use Hrvatski Telekom Fixed Services (including the internet access service) and/or fixed network of Hrvatski Telekom in the manner and for the purposes which violate or could violate the rights of others, which are not in compliance with the applicable regulation, which among other things include sending of advertising or promotional material without the consent of the receiver, sending of unsolicited e-mails, sending of illegal or illegally obtained content which violates or could violate the intellectual property rights of other persons, as well as unauthorized access to user accounts or computer resources of other persons, including attempts to access, and giving for use usernames and/or other customers' identifiers to third parties, or every enabling of unauthorized persons to use customer identifiers in accordance with Article 6 paragraph 11 of the General Terms and Conditions as well as any other action that prevents the customer from normal use of the internet access services and every other use of Hrvatski Telekom Fixed Services and/or network of Hrvatski Telekom contrary to the applicable regulations.
10. The Subscriber shall bear the full responsibility for the legitimacy, content, quality and accuracy of all information, applications, data, audio and video recordings and any other material offered and made available by use of Hrvatski Telekom Fixed Services, in particular internet access and/or e-mail services, as well as for provision of the required protection measures against unauthorized use of the previously mentioned materials and services.
11. The Subscriber undertakes to use any protected content (content protected by copyrights and/or intellectual property rights) available by means of Hrvatski Telekom Fixed Services, including the internet access services in accordance with the applicable regulations, and not to publish it or use it in any other way without the consent of the holder of the relevant right.
12. The Subscriber shall be responsible on any ground and shall be liable to compensate any damage that might occur to Hrvatski Telekom or a third party as a result of violation of any of the Subscriber's obligations, as referred to in paragraphs 6 to 10 of this Article.
13. In case of a repeated violation of obligations referred to in this Article by the Subscriber, Hrvatski Telekom shall have the right to permanently delete the Subscriber's e-mail user account and to terminated the Subscriber relationship in accordance with Article 19 of the General Terms and Conditions.

Article 12

Services Provide by Other Operators of Public Communications

1. Hrvatski Telekom shall not be responsible for the quality of services provided to users Hrvatski Telekom Fixed Services over the fixed network of Hrvatski Telekom by other operators of public communications services. The use of services that the other operators of public communications services provide over the fixed network of Hrvatski Telekom shall be subject to the terms and conditions of the particular operator of public communications services. Notwithstanding the previously stated, Hrvatski Telekom shall solve the complaints of end customers concerning the special tariff services after performing corresponding administrative and technical checks of all elements of provision of such services and by adhering to all deadlines referred to in Article 14 of the General Terms and Conditions.
2. If the end customer of Hrvatski Telekom Fixed Services uses services of another operator of public communications, as a rule, the use of such services shall be billed and collected by the operator of public communications services that provides them. Except in terms of the special tariff services which Hrvatski Telekom may charge the foregoing services, depending on the commercial agreement with a VAS operator,

for the operator that provides them. Hrvatski Telekom has not obligation and, as a rule, does not charge the services provided by other operators of public communications.

3. The end customer is familiarized with the fact and accepts that every call made over the fixed network of Hrvatski Telekom to a provider of special tariff services represents a special contract between the end customer and such provider of special tariff services in accordance with general regulations on obligatory relations.
4. If the end customer opts for the carrier selection or pre-selection service, Hrvatski Telekom shall enable him/her to use the services of the (pre)selected operator if there is interconnection between the networks of Hrvatski Telekom and (pre)selected operator. The use of service of the (pre)selected operator by means of carrier selection or pre-selection is subject to the terms and conditions specified by the (pre)selected operator.
5. If the end customer select the carrier pre-selection service, the end customer shall still have the possibility to use certain Hrvatski Telekom Fixed Services for individual calls by mean of a short code for selection of Hrvatski Telekom as operator, unless the end customer contracted the service of access to the public communications network with the pre-selected operator pursuant to a wholesale leased line service.
6. In the case referred to in paragraph 4 of this Article, Hrvatski Telekom shall change the customer package that the end customer uses at the moment of activation of the carrier pre-selection service into HALO customer package (for private subscribers), i.e. Start customer package (for business subscribers), starting from the first day following the day of the carrier pre-selection service activation. In this case, the end customer is still obliged to pay to pay to Hrvatski Telekom the monthly access fee in accordance with the previously specified customer packages. The shall be no changes in the current customer package selected by the end customer for the end customer who uses services of another provider of public communications services by means of the carrier selection service. The current contract of access (Subscriber Contract) between Hrvatski Telekom and end customer shall be automatically terminated for the current end users of the carrier pre-selection service with an "all calls" profile, from the date of signing a leased line contract between Hrvatski Telekom and pre-selected operator, and the end customers will not be obliged to pay the monthly access fee to Hrvatski Telekom for the access service provided starting from this date. The end customer may Request payment of the monthly access fee to Hrvatski Telekom, instead to the pre-selected operator, in which case, the pre-selected operator shall forward to Hrvatski Telekom the end customer's written request for continuation of payment of the access service to Hrvatski Telekom within 24 hours after receiving such Request. Then, the end customer shall continue to have the payment obligation referring to the monthly access fee towards Hrvatski Telekom. The end customers who use the carrier pre-selection service, regardless of whom they pay the monthly access fee, shall keep their existing telephone number. The end customers who ask the continuation of payment of the monthly access fee to Hrvatski Telekom shall regulate with Hrvatski Telekom all rights and obligations arising from use of their telephone number.
7. Notwithstanding the provision referred to in paragraph 6, the contracts between Hrvatski Telekom and end customer with or requesting the carrier pre-selection service with an "all calls" profile singed to a definite period of mandatory contract duration referred to in Article 18 paragraph 2 of the General Terms and Conditions for Hrvatski Telekom Fixed Services for services in the public communications network shall not be terminated automatically. At a Request of end customer, Hrvatski Telekom shall, without delay, provide the end customer with the information on the fee charge for an early contract termination and enable meeting of the contractual obligation in the shortest period possible.
8. If the end customer realizes all or specific types of calls over the (pre)selected operator, the bonuses that Hrvatski Telekom awards within its publicly available telephone service in the form of free minutes, benefits expresses in money or in some other way shall not be applied to this kind of traffic.
9. The end customer is familiarized with the fact and accepts that the services provided by other operators of

public communications over the fixed network of Hrvatski Telekom shall not be available to him/her during the temporary disconnection of the subscriber terminal equipment and/or telecommunications access line from the fixed network of Hrvatski Telekom in accordance with the General Terms and Conditions in cases when such services are a prerequisite for provision of services of other operators.

Article 13

Interferences in Fixed Network of Hrvatski Telekom

1. Hrvatski Telekom shall not be held liable for any damage caused by the system outage or network degradation in the course of necessary maintenance of the fixed network of Hrvatski Telekom that may have impact on the quality of service. Hrvatski Telekom shall inform the Subscribers of the interferences in the appropriate manner.
2. In case of planned outages in operation of the fixed network of Hrvatski Telekom for a period longer than 2 hours, Hrvatski Telekom shall inform subscriber thereon in the appropriate manner.
3. If the access or use of Hrvatski Telekom Fixed Services are disabled for more than 24 hours due to a technical interference and/or degradation of the quality of the service Hrvatski Telekom is responsible for, the monthly access fee for the relevant month shall be reduced in proportion to the number of days of the technical interference, or the customer shall be indemnified in some other way, in proportion to the number of days of the technical interference. This shall not refer to the cases of defects of the subscriber terminal equipment, faults of home installations and/or extension of works because the removal of interferences caused by intent or gross negligence of the Subscriber. The period in which Hrvatski Telekom is not able to access the subscriber terminal equipment for the reasons outside the control of Hrvatski Telekom, shall not be calculated as the time of duration of the interference referred to in this paragraph.
4. Hrvatski Telekom shall not be liable for any damage of any kind caused to the Subscriber as a result of technical interferences during the use of Hrvatski Telekom Fixed Services or for any other reason, except for the damage arising from intention or gross negligence of Hrvatski Telekom, unless referred to otherwise in coercive regulations.
5. Hrvatski Telekom shall not be liable for any damage arising from malfunction of the subscriber terminal equipment, damage which is the Subscriber's responsibility or for damage caused to the Subscriber accidentally or by an event considered to be "force majeure", such as extreme weather conditions, earthquakes, floods, war, strike, etc.

Article 14

Settlement of Complaints, Requests for Compensation in Case of Untimely Number Transfer and Requests for Compensation in Case of Late Service Provision

1. The end customer has the right to submit a complaint to Hrvatski Telekom in relation to the service provision, debited amount, on quality of the provided service and violation of provision of the Subscriber Contract.
2. The end customer shall submit to the Customer Service of Hrvatski Telekom the complaint referred to in paragraph 1 of this Article in writing (electronic form included) in relation to:
 - o the amount debited to the customer for the provided service within 30 days from the due date of the bill for the provided services;
 - o the quality of the provided service within 30 days from the date of the service provision;
 - o any other case referred to in paragraph 1 of this Article within 15 days from the date when the Subscriber learns about the action or omission of the operator of public communications services, but

within maximum 30 days from the date of violation of the provisions of the Subscriber Contract.

- If a complaint against the billed amount is not submitted in accordance with the above stated, the billed amount shall be considered accepted.
 - In case of a complaint of the end customer against the transmission speed of the broadband internet access in the fixed network of Hrvatski Telekom, the end customer shall submit to Hrvatski Telekom information on measurement of the broadband transmission speed. The measurement shall be performed by means of certified tools for measurement of the broadband transmission speed, produced by the Agency, in accordance with special terms and conditions of use of such tool. The link to the certified tool for measurement of the broadband transmission speed can be found on the official web pages of Hrvatski Telekom. The results of the measurement shall represent the appropriate evidence in the settlement of the end customer's complaint.
3. The Customer Service of Hrvatski Telekom shall carry out the appropriate procedure in the first instance in order to establish if the complaint is well-founded. The complaint must include facts and evidence it is based upon. The Customer Service of Hrvatski Telekom shall make a decision if the complaint is well-founded and inform the end customer about it in writing within maximum 15 days from the date of submitting of the complaint.
 4. The end customer has the right to an appeal against the first instance decision on justifiability of the complaint within 30 days from the date of delivery of the decision. The appeal is to be sent to the Appeal Committee of Hrvatski Telekom responsible for settlement of complaints against decision on justifiability of customer complaints which also comprises members who are representatives of the consumer protection associations. The Appeal Committee of Hrvatski Telekom shall send to the end customer a written reply to the received appeal within 30 days from the date of receiving if.
 5. In case of dispute between the end customer of Hrvatski Telekom Fixed Services in relation to the billed amount or the amount of the compensation of damage for poor service quality, before submitting a complaint to the competent court or instituting some other out of court procedure, the end customer may submit a Request for settlement of the dispute to the Agency within maximum 30 days from the date of receiving a written reply from the Appeal Committee of Hrvatski Telekom.
 6. The end customer shall not be obliged to pay the disputed billed amount if, during the period to which the complaint refers, there was a technical interference or some other defect, fraud or misuse for which it was established, pursuant to a non-appealable decision of a court or some other competent authority, that it caused the increased bill amount. If the disputed billed amount has already been paid, Hrvatski Telekom shall reimburse the surplus to the end customer or reduce the next bill by that amount.
 7. Until the decision on the complaint has been adopted, the end customer, who submitted the complaint referred to in paragraph 1 of this Article against the debited amount for the provided service, shall pay the undisputed amount of the bill for the provided services or the average amount that was charged in the period of maximum of three months before the period to which the complaint refers. If the undisputed part of the bill for the provided services or the average amount charged to the end customer during the period of maximum three months before the period to which the complaint refers is not paid, Hrvatski Telekom shall have the right to proceed in accordance with the provisions referred to in Article 17 of the General Terms and Conditions.
 8. The end customer who submitted a complaint against the quality of Hrvatski Telekom Fixed Services provided shall have the right to demand from Hrvatski Telekom compensation of damage if Hrvatski Telekom or a court by its non-appealable decision or some other competent authority establish that the quality level of the provided service was lower than the prescribed and/or contracted quality level, unless the lower quality level was a result of force majeure, faulty subscriber terminal equipment or its improper i.e. unauthorized use.

9. If it is established that Hrvatski Telekom violated provisions of the Subscriber Contract or unjustifiably terminated the service provision, the end customer, who filed the complaint referred to in paragraph 1 of this Article against violation of the provisions of the Subscriber Contract, or against an unjust termination of service provision, shall have the right to termination of the Subscriber Contract free of charge and to compensation of all unjustifiably charged amounts.
10. By way of derogation from Article 17 of the General Terms and Conditions, Hrvatski Telekom shall not terminate the service provision nor disconnect to the end customer referred to in Article 8 paragraph 3 of the General Terms and Conditions, who disputes a bill issued by Hrvatski Telekom in any court or out of court proceeding and continues to settle all following undisputed invoices, the terminal equipment (telecommunications access line) from the fixed network of Hrvatski Telekom until the finalization of the court or out of court proceeding. If Hrvatski Telekom terminated the service provision or disconnected the terminal equipment (telecommunications access line) from the fixed network of Hrvatski Telekom before receiving the information from the end customer, a competent authority or person that a court or out of court proceeding referred to in this paragraph, upon receiving the relevant notification, Hrvatski Telekom shall reconnect the service to the end customer free of charge until the finalization of the court or out of court proceeding.
11. If a Request for settlement of a dispute is submitted to the Agency, Hrvatski Telekom shall suspend all actions until the finalization of the dispute before the Agency. In case of adoption of a decision or opinion referring to the unjustifiability of the end customer's complaint, Hrvatski Telekom may claim the disputed amount by sending a Dunning Letter in accordance with the law.
12. The obligation referred to in Article 10 of this Article relates also to the case when Hrvatski Telekom institutes a proceeding of forced payment against the end customer.
13. If the end customer has a signed Subscriber Contract with Hrvatski Telekom, Hrvatski Telekom shall be obliged to settle the end customer's dispute concerning special tariff services, after performing corresponding administrative and technical checks of all elements of provision of such services, and to send a written reply to the end customer about the justifiability of the submitted complaint within 30 days from the date of receiving the complaint.
14. By means of bills for the provided services and in any other suitable manner, Hrvatski Telekom shall familiarize the end customer with the conditions for submitting of complaints in accordance with the General Terms and Conditions, especially with deadlines and manner of submitting of complaints, name, address, telephone and telefax numbers of the Hrvatski Telekom service competent for settlement of complaints and with possibilities of obtaining forms for submitting of complaints.
15. In the process of transfer of number in the Hrvatski Telekom fixed network from a fixed network of another operator (hereinafter: Donor Operator), the end user shall have the right to submit a Request of Indemnification to Hrvatski Telekom in case of a delayed number transfer in the amount of HRK 10.00 for each started hour of the delayed transfer for the requested number.

The end customer may submit the Request of Indemnification to the Customer Service of Hrvatski Telekom in writing (including electronically) in the manner described on the internet pages of Hrvatski Telekom (www.hrvatskitelekom.hr) within maximum 30 days from the date of the number transfer. Hrvatski Telekom shall inform the end customer about the method of payment of the compensation for the delayed number transferred caused by Hrvatski Telekom within 7 days from the date of receiving the Request of Indemnification.

If the untimely number transfer was caused by the Donor Operator, Hrvatski Telekom shall forward the Request of Indemnification to the Donor Operator within one workday from the date of receiving the Request of Indemnification. The Donor Operator shall inform the end customer about the method of payment of the compensation for untimely number transfer caused by the Donor Operator within 7 days from the date of receiving the Request of Indemnification from Hrvatski Telekom.

Hrvatski Telekom shall pay to the end customer the compensation for untimely number transfer caused by Hrvatski Telekom within maximum 30 days from the date of submitting the Request of Indemnification by the end customer.

16. In the process of transfer of number from the Hrvatski Telekom fixed network into a fixed network of another operator (hereinafter: Recipient Operator), the end customer shall submit to the Recipient Operator a Request of Indemnification in case of a delayed number transfer in the amount of HRK 10.00 for each started hour of the delayed transfer for the requested number, within maximum 30 days from the date of the number transfer. The Recipient Operator shall inform the end user about the method of payment of the compensation for the delayed number transferred caused by the Recipient Operator within 7 days from the date of receiving the Request of Indemnification. If the untimely number transfer was caused by Hrvatski Telekom, the Recipient Operator shall forward the Request of Indemnification to Hrvatski Telekom within one workday from the date of receiving the Request of Indemnification. Hrvatski Telekom shall inform the end customer about the method of payment of the compensation for untimely number transfer caused by Hrvatski Telekom within 7 days from the date of receiving the Request of Indemnification from Recipient Operator.
17. In case of rejection of the Request of Indemnification, the end customer may file a report to an electronic communications inspector.
18. The provisions referred to in Article 14 paragraph 15, 16 and 17 of the General Terms and Conditions shall also apply in the case when the end customer cancels the number transfer due to a delay in the number transfer of more than 8 workdays. In that case, the end customer may submit the Request of Indemnification within 30 days from the date of canceling the transfer of the number.
19. If Hrvatski Telekom fails to provide to the Subscriber the requested service within the period referred to in Article 3 paragraph 6 of the General Terms and Conditions, i.e. Article 16 paragraph 3 hereof, Hrvatski Telekom shall pay to the Subscriber indemnification for late realization of service amounting to HRK 50.00 for each day of delay until the date of the realization of the service or until the date of termination of the Subscriber Contract in accordance with Article 3 paragraph 7 hereof pursuant to a Subscriber's written Request. The Subscriber may submit the Indemnification Request to the Customer Service of Hrvatski Telekom in writing (including electronically) in the manner described on the internet pages of Hrvatski Telekom (www.hrvatskitelekom.hr) within maximum 30 days from the date of the late service provision. The right to the indemnification for an untimely transfer of number referred to in paragraph 15 and 16 of this Article excludes the Subscriber's right to an indemnification for late realization of the service described in this paragraph.
20. The Subscriber shall not have the right to indemnification for delay in realization of service, if the delay was a result of circumstances which Hrvatski Telekom could not influence or which are a consequence of actions of a third party that are not responsibility of Hrvatski Telekom.
21. Provision referred to in paragraph 19 and 20 of this Article shall apply in the appropriate manner and in case of a delay in realization of Request for relocation of the subscriber terminal equipment referred to in Article 16 paragraph 3 of General Terms and Conditions.

Article 15

Transfer and Temporary Transfer of Subscriber Contract

1. In principle, the Subscriber Contract may be transferred to a new Subscriber by signing the Subscriber Contract with the new Subscriber in accordance with the General Terms and Conditions, under the condition that the new Subscriber continues to use Hrvatski Telekom Fixed Services by means of the existing telecommunications access line (on the same location of connection) and the same subscriber telephone

number with a change in the

Subscriber name. In the same way, at a Subscriber's Request, the Subscriber Contract may be transferred to a member of the Subscriber's family household. The Subscriber is familiarized and agrees that in the case of the transfer of the Subscriber Contract with Hrvatski Telekom for a service the use of which is conditioned by use of some other fixed service of Hrvatski Telekom, the Subscriber Contract is automatically transferred for this other service as well, which is set out in Hrvatski Telekom Fixed Service Specification.

2. In case of rent of an apartment or business premises, the Subscriber who is a lessor may temporarily transfer to the lessee, who becomes a Temporary Subscriber, his/her rights and obligations from the Subscriber Contract, which refer to the corresponding network termination point and subscriber number. The lessor shall inform Hrvatski Telekom about the termination of the contract of lease of the apartment or business premises. After Hrvatski Telekom receives such notice, Hrvatski Telekom shall transfer the rights and obligations of the Subscriber Contract back to the lessor.
3. In case of transfer of the Subscriber Contract in accordance with this Article of the General Terms and Conditions, the Subscriber Contract shall be transferred only after Hrvatski Telekom accepts the Request for Transfer of the Subscriber Contract of the new Subscriber or Request for a Temporary Transfer of the Subscriber Contract of the Subscriber who is lessor. In case of a transfer or temporary transfer of the Subscriber Contract, the previous Subscriber i.e. the Subscriber who is lessor shall remain responsible for the obligations generated until the moment of transfer, and the new Subscriber, i.e. Temporary Subscriber shall become responsible for the obligations generated from the moment of transfer. Exceptionally, the right to termination of the Subscriber Contract, as well as right and obligations exclusively related to the current Subscriber, i.e. Subscriber who is lessor, shall not be transferred to the new i.e. Temporary Subscriber. In case of transfer and temporary transfer of the Subscriber Contract to the new i.e. Temporary Subscriber, Hrvatski Telekom has the right to Request from the new Subscriber i.e. Temporary Subscriber to provide a specific assurance of payment.
4. In the procedure concerning the Request for Transfer of the Subscriber Contract of the new Subscriber i.e. Request for Temporary Transfer of the Subscriber Contract of the Subscriber who is lessor, in the above described cases Hrvatski Telekom is authorized to perform any activity it is authorized to perform pursuant to these General Terms and Conditions in relation to signing of the Subscriber Contract. Hrvatski Telekom is authorized to reject the Request for Transfer of the Subscriber Contract i.e. Request for Transfer of the Temporary Subscriber Contract if the previous Subscriber i.e. Subscriber who is lessor failed to meet his/her obligations towards Hrvatski Telekom until the moment of submitting the Request, including the obligations for the month in which the transfer or temporary transfer of the Subscriber Contract was carried out.
5. In case of transfer or temporary transfer of the Subscriber Contract in accordance with this Article of the General Terms and Conditions, it shall be considered that there is no break in the effective period of the Subscriber Contract and the cost of installation shall not be charged.

Article 16

Movement and Relocation of subscriber terminal equipment

1. The Subscriber may Request movement of his/her subscriber terminal equipment from one room into another within the same apartment/business premises (movement) or from one location (address) to another location (address) of connection (relocation), which also implies movement of the subscriber terminal equipment within the same location (address) of connection, in case of two separate apartments/business premises.
2. Hrvatski Telekom shall relocate the subscriber terminal equipment within 30 days, if all technical requirements for the relocation are met.
3. Hrvatski Telekom shall deliver to the Subscriber a certificate of acceptance of the Request for relocation, if all

technical requirements for relocation are met, within 15 days from the date of receiving the Subscriber's Request for relocation, or a notice of refusal of the Request for relocation, in which case any provable method of notification is acceptable (e.g. telephone call, e-mail, registered mail, IVR). In case of acceptance of the Request for relocation, Hrvatski Telekom shall perform the relocation of the subscriber terminal equipment to the location (address) specified in the Request for relocation, within maximum 45 days from the date of receiving the Request for relocation. In case of relocation of the subscriber terminal equipment, the provisions referred to in Article 4 and 5 of the General Terms and Conditions shall apply.

4. Hrvatski Telekom shall have the right to charge the Subscriber for cost of relocation of the subscriber terminal equipment in accordance with the applicable Price List of Hrvatski Telekom Fixed Services.

Article 17

Temporary Disconnection

1. Hrvatski Telekom may temporarily restrict the use of services and/or temporarily disconnect the subscriber terminal equipment from the fixed network of Hrvatski Telekom:
 - if, during the effective period of the Subscriber Contract, Hrvatski Telekom determines reasons for rejection of the Request for Subscriber Contract pursuant to Article 4 of the General Terms and Conditions, i.e. reasons for termination of the Subscriber Contract pursuant to Article 19 of the General Terms and Conditions;
 - if the Subscriber fails to pay an outstanding bill within 30 days from the date of delivery of a Dunning Letter pursuant to Article 9 of the General Terms and Conditions, provided the Subscriber did not submit a complaint in accordance with Article 14 of the General Terms and Conditions;
 - if Hrvatski Telekom establishes that the Subscriber violated provisions hereof for which the General Terms and Conditions prescribe temporary disconnection;
 - pursuant to a decision adopted by a competent court and/or authority, i.e. for other reasons prescribed in the applicable regulations.

In case of temporary restriction and/or temporary disconnection of the subscriber terminal equipment due to outstanding obligations of the lessee, Hrvatski Telekom shall send the notification of the temporary disconnection to the owner of the apartment or business premises as well, to the address specified in the Request for Temporary Transfer of the Subscription Contract;

2. Besides the above mentioned, if the Subscriber acts contrary to the rules of conduct and obligations referred to in Article 11 hereof, Hrvatski Telekom shall have the right to temporarily restrict the use of the internet access service. In that case, Hrvatski Telekom shall have the right to temporarily disable the use of the Subscriber's e-mail account, about which Hrvatski Telekom shall immediately inform the Subscriber in writing.
3. After the reasons for the temporary restriction/disconnection have ceased to exist, Hrvatski Telekom shall re-enable the use of services.
4. At a Subscriber's Request Hrvatski Telekom shall temporarily disconnect the Subscriber's telecommunications access line from the fixed network of Hrvatski Telekom to a period of three (3) months in a calendar year. The Subscriber may repeatedly Request the temporary disconnection not earlier than six months from the re-connection of the telecommunications access line that was temporarily disconnected at a Subscriber's Request. The monthly access fee shall not be charged during the temporary disconnection and the mandatory contract period shall not be running. Upon the expiry of the temporary disconnection period, Hrvatski Telekom shall automatically enable the use of services without prior approval of the Subscriber. If the Subscriber did not explicitly state the date of reconnection, Hrvatski Telekom shall automatically enable the

service use upon the expiry of the temporary disconnection period. Hrvatski Telekom may enable temporary disconnection of other Hrvatski Telekom fixed services at a Subscriber's Request in accordance with the pertaining Service Specification from the Price List for Hrvatski Telekom Fixed Services.

5. Without any effect to the previously stated, Hrvatski Telekom reserves the right to set a longer period of the temporary disconnection for individual categories of customers, i.e. for individual services, which will be set out in the Service Specification of the Price List for Hrvatski Telekom Fixed Services.
6. Hrvatski Telekom shall have the right to charge to the Subscriber a fee for reconnection of the temporarily disconnected subscriber equipment in accordance with the valid Price List for Hrvatski Telekom Fixed Services.
7. In case of temporary disconnection or restriction of use of services referred to in paragraph 1 and 2 of this Article, the Subscriber shall not have the right to compensation of any damage, unless the damage is a result of intention or gross negligence of Hrvatski Telekom only.
8. During the temporary disconnection of the subscriber terminal equipment from the fixed network of Hrvatski Telekom, and prior to termination of the Subscriber Contract pursuant to Article 19 of the General Terms and Conditions, the Subscriber shall be able to receive incoming calls when on territory of the Republic of Croatia, make outgoing calls to emergency services and the toll-free number of the Customer Service. The above mentioned shall not apply in case of a temporary disconnection due to misuse of calls to 112, in which case a temporary disconnection procedure prescribed by special regulations on the Universal European Emergency Number shall apply.

Article 18

Duration of the Subscriber Contract

1. In principle, the Subscriber Contract shall be signed for an indefinite period of time.
2. The Subscriber Contract may be signed with a mandatory contract duration period which is defined in the Request. The mandatory contract duration may not be longer than two years. The Subscriber may contract a new mandatory contract duration pursuant to a Request or by accepting an offer by Hrvatski Telekom. The Subscriber may submit the Request or declare the acceptance of the Hrvatski Telekom offer in writing or in any other active manner which certainly confirms the Subscriber's will. However, the Subscriber's silence shall not be considered to be a form of consent.
3. The Subscriber may terminate the Subscriber Contract by a written notice sent to Hrvatski Telekom in accordance with the General Terms and Conditions. For this purpose, the Subscriber shall, at a Request, provide Hrvatski Telekom with all information and documents which Hrvatski Telekom might find necessary for the termination of the Subscriber Contract in accordance with special regulations.
4. Legal consequences of the termination of the Subscriber Contract pursuant to paragraph 3 of this Article shall come into force on the date when Hrvatski Telekom receives the written termination notice i.e. on the date specified in the written notice as the date of termination of the Subscriber Contract, whichever date comes later.
5. If the Subscriber Contract (the corresponding changes and amendments of the Subscriber Contract), within a special offer of Hrvatski Telekom, was signed with a mandatory contract duration provision, in accordance with paragraph 2 of this Article, and the Subscriber terminates the Subscriber Contract (the corresponding changes and amendments of the Subscriber Contract) during the mandatory contract period, or if the Subscriber Contract (the corresponding changes and amendments of the Subscriber Contract) is terminated because of a Subscriber's fault, the Subscriber shall pay a monthly fee for the remaining period of mandatory contract duration or a fee in the amount of discount for products and services given to the Subscriber, if payment of such fee is more reasonable to the Subscriber, in accordance with the Price List of Hrvatski

Telekom Fixed Services. This will be specified in detail in special terms and condition of a particular tariff model and/or option or in the Price List of Hrvatski Telekom Fixed Services.

6. In case of termination of the Subscriber Contract for a service which is a (technological) prerequisite for provision of another fixed service of Hrvatski Telekom, the Subscriber shall be transferred to the appropriate fixed service of Hrvatski Telekom, or the Subscriber Contract for this other conditioned fixed service of Hrvatski Telekom shall be terminated, depending on the Subscriber's choice, and Hrvatski Telekom shall inform the Subscriber about the available possibility in the appropriate manner.
7. If the Subscriber terminates the Subscriber Contract before the service installation/activation, the Subscriber shall be liable to compensate Hrvatski Telekom for any cost related to the installation/activation or removal of the telecommunications terminal equipment, but the cost compensation may not be higher than the installation i.e. activation fee pursuant to the valid Price List for Hrvatski Telekom Fixed Services.
8. If the Subscriber Contract is signed electronically (on-line) or only by means of some other form of remote communication that Hrvatski Telekom makes publicly available, or outside the business premises of Hrvatski Telekom, within the meaning of the effective consumer protection regulations, the Subscriber shall have the right to terminate the Subscriber Contract by a written notice sent to Hrvatski Telekom, without stating the reason for termination, in accordance with the effective consumer protection regulations.
9. In the case referred to in paragraph 8 of this Article, the Subscriber Contract shall be considered terminated at the moment when Hrvatski Telekom receives the termination notice.
10. Notwithstanding the right to termination of the Subscriber Contract in accordance with paragraph 8 hereto, the Subscriber reserves the right to terminate the Subscriber Contract in accordance with paragraph 3 of this Article.
11. Hrvatski Telekom shall, among other things, familiarize the Subscriber with the fact that when terminating the Subscriber Contract of use of public communications service, he/she must Request termination of all assigned identifiers (customer accounts), i.e. that he/she may, if he/she wants to, keep the customer accounts the future costs of which he/she is ready to cover.
12. When the conditions for permanent disconnection of the subscriber terminal equipment due to unsettled outstanding obligations by lessee are met, Hrvatski Telekom shall return the Subscriber line back to the lessor.

Article 19

Termination of the Subscriber Contract

1. The Subscriber Contract may be terminated for the following reasons:
 - o if Hrvatski Telekom subsequently determines that there are not standard technical conditions for connection to the fixed network of Hrvatski Telekom, and the Subscriber does not accept the suitable alternative solution;
 - o if Hrvatski Telekom subsequently determines any other reason for rejection of the Request referred to in Article 4 of the General Terms and Conditions and thus temporarily terminates the subscriber terminal equipment from the fixed network of Hrvatski Telekom, and if these reasons are not removed within 30 days from the date of temporary disconnection;
 - o if the Subscriber fails to act in accordance with the provisions referred to in Article 5 paragraph 13 of the General Terms and Conditions;
 - o if the Subscriber fails to settle the outstanding obligation within 30 days from the date of temporary

disconnection of the subscriber terminal equipment from the fixed network of Hrvatski Telekom pursuant to Article 8 paragraph 5 of the General Terms and Conditions;

- if, in accordance with Article 10 paragraph 4 and 5 hereof, the Subscriber fails to remove the fault on the subscriber terminal equipment or does not enable Hrvatski Telekom to access the subscriber terminal equipment for the purpose of inspection and fault repair even after expiry of 30 days from the date of the temporary disconnection of the subscriber terminal equipment;
 - if, pursuant to Article 10 paragraph 6 hereof, Hrvatski Telekom determines that the electronic communications equipment has been connected to the fixed network of Hrvatski Telekom without authorization or that the fixed network of Hrvatski Telekom has been misused in any other way by the Subscriber and/or a third person;
 - if the subscriber terminal equipment has been temporarily disconnected from the fixed network of Hrvatski Telekom for the reasons referred to in Article 11 paragraph 3 and 4 of the General Terms and Conditions, and the Subscriber neither settles the outstanding obligations towards Hrvatski Telekom within further 30 days and nor provides the appropriate assurance of payment at a Request of Hrvatski Telekom;
 - if the use of the internet access service has been temporarily restricted for the reasons referred to in Article 13 paragraph 6 to 11, and these reasons are not removed within 30 days after the temporary restriction of the service use;
 - if Hrvatski Telekom subsequently establishes that the Subscriber's address for delivery of bills and notifications of Hrvatski Telekom on the territory of the Republic of Croatia is unknown.
2. The Subscriber Contract may be terminated in any other case set out in applicable regulations.
 3. In any case, the Subscriber Contract shall cease to have effect upon expiry of the authorization of Hrvatski Telekom for provision of public communications services that are the subject matter hereof.
 4. The legal consequences of termination of the Subscriber Contract pursuant to paragraph 1, 2 and 3 of this Article shall come into effect on the date when one of the reasons for termination of the Subscriber Contract referred to in paragraph 1, 2 and 3 of this Article comes into effect.
 5. In case of death of the Subscriber, Hrvatski Telekom shall, at a Request of the Subscriber's heirs, or members of his/her family household, make a change in the Subscriber's name and transfer of the Subscriber Contract in accordance with paragraph 16 of the General Terms and Conditions. Until then, the person who continues to use the Subscriber's telecommunications access line after his/her death shall be considered a Temporary Subscriber within the meaning of Article 15 of the General Terms and Conditions.
 6. If a bankruptcy or liquidation proceeding has been instituted against the Subscribers, the insolvency practitioner i.e. liquidator shall inform Hrvatski Telekom of such procedure in writing within 30 days from the date when the proceeding in question was instituted. If, in his/her notice, the insolvency practitioner or liquidator requests a change in the Subscriber's name and transfer of the Subscriber Contract, Hrvatski Telekom shall transfer the Subscriber Contract and make necessary changes in the Subscriber's name. Otherwise, the Subscriber Contract shall be considered terminated on the date of instituting the bankruptcy or liquidation proceeding against the Subscriber.
 7. The Subscriber shall be enabled to receive incoming calls and make calls to emergency services, including the Universal European Emergency Number (112), as well as the toll-free number of Hrvatski Telekom Customer Service within a period of 30 days before permanent disconnection of the subscriber terminal equipment from the fixed network of Hrvatski Telekom.

8. The above mentioned shall not apply in case of permanent disconnection due to misuse of calls to 112 service in which case a permanent disconnection procedure prescribed by special regulations on the Universal European Emergency Number shall apply.
9. If the Subscriber submits the Request for Transfer of Number in the network of another operator the Subscriber shall settle his/her undisputed outstanding obligations related to Hrvatski Telekom Fixed Services issued for the telephone number/numbers to which the Request for Transfer of Number refers, which shall not affect the number transfer procedure. The Subscriber shall remain liable to pay to Hrvatski Telekom all obligations for provided fixed services and meet any other obligation from the Subscriber Contract. In case of an undisputed contractual obligation of the Subscriber who submits the Request for Transfer of Number, Hrvatski Telekom, as donor operator, shall, at a Request and without delay, provide the Subscriber with a written information on the amount of the outstanding obligation in case of an early contract termination. Furthermore, Hrvatski Telekom, as donor operator, shall enable the Subscriber to settle the undisputed contractual obligations in the shortest period possible, i.e. with the next bill of Hrvatski Telekom at the latest, in which case the number transfer procedure shall be delayed by maximum 10 workdays from the requested date of the number transfer.

Article 20

Settlement of Disputes

Hrvatski Telekom and the Subscriber agree to settle amicably any dispute arising out of and in relation with the Subscriber Contract. If a dispute is not settled amicably, the parties shall submit it to a court of competent jurisdiction in the Republic of Croatia determined according to the Subscriber's residence or registered address, unless stated otherwise by the applicable regulations.

Article 21

Applicable Law

The General Terms and Conditions, including the Subscriber Contract, shall be construed in accordance with the applicable regulations of the Republic of Croatia.

Article 22

Final Provisions

1. The General Terms and Conditions shall come into force and become effective to all end customers on the date of their publishing.
2. Hrvatski Telekom reserves the right to amend the General Terms and Conditions. Hrvatski Telekom shall publish any changes and amendments to the General Terms and Conditions in at least one daily newspaper sold on the entire territory of the Republic of Croatia and on the official web pages of Hrvatski Telekom in accordance with the applicable regulations.

In case of changes and amendments to the General Terms and Conditions exclusively in favor of the end customer, such changes and amendments shall be applied to the end customers from the date of publishing of the changes and amendments in accordance with paragraph 1 of this Article. In case of changes and amendments to the General Terms and Conditions which are unfavorable for the end customer compared to the contracted general terms, the end customer shall have the right to terminate the Subscriber Contract in writing free of charge, that is, the end customer shall have the right to return of the unused amount within 30 days from the date of publishing the changes and amendments in question. Otherwise, it shall be considered that the end customer agrees to the changes and amendments.

3. Duration of the promotional campaigns/offers shall be restricted to a maximum period of two months. The conditions of the promotional campaign/offer shall not apply longer than three months from the date of signing the Subscriber Contract which is signed at the time of the promotional campaign/offer. The

promotional campaigns/offers for the same services or services of the same features shall not be repeated within a period of one year counting from the date of commencement of the promotional campaign/offer. The promotional benefits may only be offered to and contracted with new end customers and current customers who do not use the service which is the subject of the promotional campaign.

4. The current Subscriber who signed the Subscriber Contract with Hrvatski Telekom by the date of publishing of the General Terms and Conditions confirms to have given i.e. denied giving of consents referred to in Article 6 paragraph 5 of the General Terms and Conditions in one of the manners outlined in the General Terms and Conditions for Hrvatski Telekom Fixed Services and concerning the services in public communications network for end customers approved by the Council of the Croatian Agency for Post and Electronic Communications from 17 July 2009; class: 344-09/01-497, ref. no. 376-12-09-04 ŽK/GB and all their changes and amendments.

In terms of the current Subscribers who signed the Subscriber Contract with Hrvatski Telekom by the date of publishing of the General Terms and Conditions, and who gave their consent for a public promotion of products and services of Hrvatski Telekom by means of written notifications by Hrvatski Telekom, it shall be considered that also gave the same consent for the products and services of the partners of Hrvatski Telekom, provided that they do not deny their consent after receiving a written or electronic notification about this within 30 days from the date of publishing of the changes and amendments hereof.

5. The provisions on the right to termination of the Subscriber Contract without meeting the contractual obligations shall not apply to the amendments hereto which represent harmonization with the Act on Amendments to the Electronic Communications Act (Official Gazette no. 90/2011).
6. The provisions on the right to termination of the Subscriber Contract without meeting the contractual obligations shall not apply to the amendments hereto which represent harmonization with the Ordinance on Amendments to the Ordinance on Manner and Conditions for Provision of Electronic Communications Networks and Services (OG 149/2013) and Consumer Protection Act (OG 41/2014)