

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

(hereinafter: General Terms and Conditions)

Subject of the General Terms and Conditions

1. These General Terms and Conditions shall govern the relations between Hrvatski Telekom d.d., Zagreb, Roberta Frangeša Mihanovića 9 (hereinafter: Hrvatski Telekom) as an operator of public communications networks and public communications services in accordance with the applicable regulations of the Republic of Croatia on one side, through the Hrvatski Telekom mobile network, and the Customer in the Hrvatski Telekom mobile network (hereinafter: Customer) on the other side.
2. For the purposes of these General Terms and Conditions, the term Hrvatski Telekom mobile network shall denote the public mobile communications network of Hrvatski Telekom d.d., regardless of technology used for provision of communications services in the Hrvatski Telekom mobile network.
3. In these General Terms and Conditions, Subscribers and Prepaid Customers in the Hrvatski Telekom network shall be jointly referred to as Customers. The provisions of the General Terms and Conditions which stipulate only the rights and obligations of Subscribers shall not be applied to Prepaid Customers in the Hrvatski Telekom mobile network, and the provisions which stipulate only the rights and obligations of Prepaid Customers in the Hrvatski Telekom mobile network shall not be applied to Subscribers. The Prepaid Customer in the Hrvatski Telekom mobile network shall have the right to the same terms and conditions of service use which shall not be less favorable than the terms and conditions applied to the Subscriber in case of the same type of service and if this is applicable in the particular case.
4. Hrvatski Telekom provides basic and additional electronic communications services. The basic Hrvatski Telekom mobile service is a publicly available telephone service that enables mutual voice communication between Customers in real time, and additional services are all other services provided by Hrvatski Telekom which are not the basic Hrvatski Telekom mobile service. For each Hrvatski Telekom mobile service, the relevant terms of use shall be made available to the Customer in an appropriate way. The basic technical properties of the Hrvatski Telekom mobile network are available to Customers through the Hrvatski Telekom website (www.hrvatskitelekom.hr).
5. The applicable regulations of the Republic of Croatia shall, in an appropriate manner, be applied to all mutual relations between Hrvatski Telekom and Customers which are not governed by these General Terms and Conditions.

Subscriber Contract

6. A subscriber relationship in the Hrvatski Telekom mobile network shall be established by signing a contract (hereinafter: Subscriber Contract) between Hrvatski Telekom and Subscriber on the applicable Hrvatski Telekom Form (hereinafter: Request) which shall be filled in with, among other information, the Subscriber data, including the Subscriber's personal identification number (OIB), the notification address and billing address for the provided electronic services, data about terminal equipment, including data on the Hrvatski Telekom SIM card, and data about the contracted services, i.e. the tariff plan or model and additional contracted services, the Subscriber's statement by which the Subscriber confirms acceptance of General Terms and Conditions, the specification of the contracted tariff plan or model and the terms of use of the contracted option or that he or she agrees to read them on the Hrvatski Telekom website (www.hrvatskitelekom.hr), as well as information on the mandatory contract period and terms of early termination for contracts with a mandatory contract period of no longer than two (2) years. The Request also contains other data prescribed by by-laws regulating the area of electronic communications.
7. The Subscriber Contract consists of the Request accepted by Hrvatski Telekom, together with these General Terms and Conditions, the price of the contracted services according to the applicable price list for Hrvatski Telekom's electronic communications services, terms of use and specifications of tariff plans or models and individual special offers and additional services with a full, detailed, accurate and understandable description of services. The General Terms and

Conditions and applicable regulations of the Republic of Croatia shall be applied in the appropriate manner to the Requester.

8. Regardless of the provisions from Item 6 of these General Terms and Conditions, Hrvatski Telekom and the Requester may sign the Subscriber Contract in another appropriate manner. The Subscriber Contract shall also be considered concluded for additional services available to the Requester through publicly published procedures as determined by Hrvatski Telekom. In such case, Hrvatski Telekom shall send to the Requester a written confirmation of the activation of the respective additional service, together with the terms of use thereof and instructions on the right to early termination of the contract in accordance with special laws, or deliver such confirmation electronically if delivery of a written confirmation is not possible.

In case of conclusion of a remote contract or a contract outside the Hrvatski Telekom business premises, Hrvatski Telekom shall deliver to the Requester a written confirmation of acceptance of the Request for Conclusion or Modification of the Subscriber Contract, including instructions on the right to termination of contract, in line with special customer protection regulations.

9. The rights and obligations from the Subscriber Contract shall enter into effect as of the moment of activation of the Hrvatski Telekom SIM card. In case of conclusion of a contract including a particular service trial period within which the Subscriber may cancel the service without charge, Hrvatski Telekom shall inform the Subscriber in writing within five (5) days before the expiry of the trial period that, as of a specific date, it will not be possible to terminate the contract without charge. By way of exception, in case of conclusion of a contract on the use of broadband Internet access through the Hrvatski Telekom mobile network by means of a data device for Internet access (USB stick) along with the condition of a minimum mandatory contract period, Hrvatski Telekom shall ensure a trial period for service use for the duration of a minimum of two (2) days and within this period enable the Subscriber to terminate the contract without being charged an early termination fee. In such case the Subscriber shall settle the bill for the traffic generated over the trial period.
10. The Customer shall have the right to determine in advance the dates of conclusion or, respectively, termination of the Subscriber Contract, in which case the rights and obligations from the Subscriber Contract shall enter into effect pursuant to Item 9 of these General Terms and Conditions, while for termination of the Subscriber Contract legal consequences shall enter into effect as at the date set in advance by the Customer. The above provisions shall be applied providing that all conditions for conclusion/termination of the Subscriber Contract have been met pursuant to these General Terms and Conditions.
11. Hrvatski Telekom shall have the right to reject the Request, as well as another subsequently submitted, adequate request for a particular Hrvatski Telekom mobile service, for the following reasons:
 - 11.1. If the Requester fails to properly and fully complete and /or sign the Request, i.e. another subsequently submitted adequate request (hereinafter: Requester) for a particular Hrvatski Telekom mobile service;
 - 11.2. If, upon request of Hrvatski Telekom, the Requester fails to present to Hrvatski Telekom, for inspection and processing, all data and copies of identification documents required for conclusion of the Subscriber Contract in accordance with the General Terms and Conditions;
 - 11.3. If the Requester, according to a reasonable judgment of Hrvatski Telekom, is not capable of meeting the obligations towards Hrvatski Telekom with regard to a particular service or, respectively, to a particular tariff model/plan for which the Request, or another respective request for a particular Hrvatski Telekom mobile service was submitted, unless the Requester provides appropriate assurance of payment stated under Item 11.5 of these General Terms and Conditions;
 - 11.4. If the Requester, according to a reasonable judgment of Hrvatski Telekom, has no intention of settling his or her future or due obligations for the provided basic and/or additional services;
 - 11.5. If, at request of Hrvatski Telekom, the Requester fails to provide the appropriate assurance of payment (e.g. deposit payment, bank guarantee) or accept the monthly limit of service use specified by Hrvatski Telekom (Limit);
 - 11.6. If the Requester is a minor or a person with a loss of capacity to contract or, respectively, if the Requester is a person with limited capacity to contract having no valid consent from his or her legal representative;
 - 11.7. If there is a doubt that the data about the identity of the natural person or legal entity who is the Requester, their financial solvency and authorization or right of representation are inaccurate or untrue;
 - 11.8. If insolvency or similar proceedings have been instituted against the Requester, or if the Requester becomes insolvent or over-indebted, or if according to a reasonable judgment of Hrvatski Telekom, the Requester has any other difficulty in terms of his or her business or meeting obligations towards his or her creditors;

- 11.9. If there are any due and outstanding claims by Hrvatski Telekom against the Requester on any basis. Hrvatski Telekom shall not reject the Request due to debt in cases when the Subscriber is disputing the stated debt in court or out of court proceedings, except in case of the same type of service;
 - 11.10. If there is a doubt that the Requester misuses or intends to misuse Hrvatski Telekom mobile services or if the Requester enables or has an intention of enabling a third party to misuse Hrvatski Telekom mobile services;
 - 11.11. If there is a doubt that Hrvatski Telekom mobile services may be used by a third party that is not the Requester, except in the case when Hrvatski Telekom offers a possibility of use of Hrvatski Telekom mobile services by third parties within the scope of Hrvatski Telekom's special offers;
 - 11.12. If there is a doubt that the Requester provides or intends to provide services of transmission, mediation or termination of electronic communications traffic on the market by using Hrvatski Telekom mobile services for that purpose;
 - 11.13. If there is a doubt that the Requester, by means of the Hrvatski Telekom SIM card, provides or intends to provide his or her own retail communications services on a commercial basis or to resell services, and therefore in any case cannot be considered any more a Customer within the context of these General Terms and Conditions;
 - 11.14. If the Requester uses or intends to use telecommunications terminal equipment (hereinafter: Terminal Equipment) contrary to the provisions of Items 56 and 57 of these General Terms and Conditions;
 - 11.15. If a Number Porting Request submitted by the Requester to the issuer of the number is rejected.
12. The Prepaid Customer in the Hrvatski Telekom mobile network accepts these General Terms and Conditions at the moment of opening the prepaid package which includes a Hrvatski Telekom SIM card, when his or her rights and obligations from these General Terms and Conditions enter into effect. These General Terms and Conditions shall continue to apply to the Subscriber who, after termination of the Subscriber Contract, continues to use Hrvatski Telekom mobile services as Hrvatski Telekom Prepaid Customer, keeping the same Prepaid Customer number (MSISDN). The Customer porting his or her number into the Hrvatski Telekom mobile network accepts these General Terms and Conditions by signing the appropriate form regulating the number porting procedure.
 - 12.1. Registration of Hrvatski Telekom Prepaid Customers is performed in accordance with the terms of registration of Prepaid Customers in the Hrvatski Telekom mobile network pursuant to valid regulations.

Hrvatski Telekom SIM Card Activation and Use

13. Hrvatski Telekom shall provide the Customer with a Hrvatski Telekom SIM card exclusively for use of Hrvatski Telekom mobile services in accordance with these General Terms and Conditions. During the use of Hrvatski Telekom mobile services by the Customer, Hrvatski Telekom reserves the ownership right over the Hrvatski Telekom SIM card. Hrvatski Telekom shall activate the Hrvatski Telekom SIM card for the Requester as soon as possible, and exceptionally within maximum of seven (7) days from the date of accepting the Request.
14. The Customer shall carefully insert the Hrvatski Telekom SIM card in his or her Terminal Equipment defined under Item 56 of these General Terms and Conditions, in accordance with the manufacturer's instructions, and he or she shall protect it from weather conditions, damage, unprofessional and unauthorized use. Otherwise, the Customer shall be liable for any damage incurred as a result of improper, unprofessional and unauthorized use of the Hrvatski Telekom SIM card.
15. The Customer shall without delay report to the Hrvatski Telekom Customer Service any failure, damage, loss or theft of the Hrvatski Telekom SIM card - by phone, e-mail or fax, obligatorily stating the identification data of the Hrvatski Telekom SIM card, line number, and other information required for establishing authenticity of report. In the case of loss or theft of the Hrvatski Telekom SIM card, after reporting the incident to the Hrvatski Telekom Customer Service by phone, the Customer is obliged to confirm the report in writing within two (2) working days from the date of placing the call, in which case he or she shall not be responsible for covering the cost of use of Hrvatski Telekom mobile services incurred after the Customer reported the loss or theft of his or her Hrvatski Telekom SIM card, except in the case when due to technical inability this is not possible with regard to Hrvatski Telekom Prepaid Customers. Hrvatski Telekom shall not be liable to the Customer or any other third party for any damage that may arise as a result of an untruthful report of loss or theft of the Hrvatski Telekom SIM card.
16. The Customer shall keep the number of his or her Hrvatski Telekom SIM card, PUK/PIN codes and all other identification codes from the subscriber relationship with Hrvatski Telekom (e.g. Customer ID, password, etc.) strictly confidential. The Customer shall be responsible for any damage incurred as a result of inappropriate keeping, misuse or unauthorized use of

PUK/PIN codes and other identification codes, except in cases of theft and under the condition that Hrvatski Telekom receives a written confirmation of the theft report from Item 15 of these General Terms and Conditions. The Customer shall be exclusively responsible for any action, including any statement of will submitted under any of his or her identification codes, which shall be considered as an action of the Customer to whom such identification code has been assigned/the owner of the code. Hrvatski Telekom shall not be liable on any basis for any damage that may incur to the Customer and/or third parties as a result of actions contrary to these provisions and/or misuse of the Customer's identification code and/or misuse and/or unauthorized use of any of the Customer's identification codes of for any damage that is related or can be related to the actions and/or misuse thereof. The Customer shall change the password as soon as he or she suspects unauthorized use of the username and/or password. The Customer shall inform Hrvatski Telekom Customer Service as soon as he or she suspects possible misuse and/or unauthorized use of his or her identification codes.

Services That, Merely by Activation/Assigning, may Incur Expenses to the Customer and/or to a Third Party

- 16a. A service that, merely by activation/assigning, may incur expenses to the third party and/or Customer, without the Customer having taken action towards the activation of the respective service, shall be activated at Customer's request only.

Duration of the Subscriber Contract

17. The Subscriber Contract shall be concluded for an indefinite period.
18. The Subscriber and Hrvatski Telekom may conclude a Subscriber Contract with a special provision regarding the mandatory duration of the Subscriber Contract in accordance with the applicable regulations of the Republic of Croatia, in which case the mandatory contract period, which cannot be longer than two (2) years, the terms and consequences of termination of the Subscriber Contract with such provision shall be regulated by special conditions of the individual tariff plan and/or package. The Subscriber may agree to new mandatory contract period based on request or by accepting Hrvatski Telekom's offer. The request or acceptance of Hrvatski Telekom's offer may be submitted by the Subscriber or, respectively, declared in writing or by any other active behavior from which the existence of the Subscriber's will can be determined with certainty. In this matter, the Subscriber's silence shall not be considered as acceptance. It may be set forth by the Subscriber Contract that the Subscriber terminating the Subscriber Contract prior to expiry of the mandatory contract period shall pay the monthly fee for the remaining period of the mandatory contract duration, or a fee amounting to the discount he or she has been granted, if payment of the fee is more favorable for him or her, which shall be established in detail in the special conditions for a particular tariff plan and/or package or in the services pricelist. Upon expiry of the mandatory period of the Subscriber Contract, the Subscriber Contract shall not be terminated since it has been concluded for an indefinite period in accordance with Item 17 of these General Terms and Conditions.
19. In cases when a Subscriber Contract has been concluded with a special provision on mandatory duration pursuant to Item 18 of these General Terms and Conditions and early termination of the Subscriber Contract has been caused by default of the Subscriber, the Subscriber shall pay the monthly fee for the remaining period of the mandatory contract duration, or a fee amounting to the discount he or she has been granted, if payment of the fee is more favorable for him or her, which shall be established in detail in the special conditions for a particular tariff model and/or package or in the services pricelist.
20. A Subscriber who accepts a new special offer by Hrvatski Telekom and whose previously requested and accepted special offer is still effective at the moment of use of the relevant special offer, the period of the new special offer shall start as of the first next day after expiry of the previously requested and accepted special offer.
21. The mandatory duration of the Subscriber Contract specified by the Contract's special provision shall not run during temporary disconnection of the Customer performed upon request of the Customer; it shall continue after reconnection.

Customer Information

22. When submitting the Request or subsequently submitting another adequate request for a particular Hrvatski Telekom mobile service in accordance with Item 11 of these General Terms and Conditions, the Customer who has submitted the Request is obliged, for the purpose of unambiguous identification and establishment and fulfillment of rights and obligations of the contractual relationship, to present the originals of his or her identification documents and submit photocopies of the same, and upon request of Hrvatski Telekom provide the additional information and documents that Hrvatski Telekom may find necessary for conclusion of the Subscriber Contract or activation of the specific Hrvatski Telekom mobile service, pursuant to special regulations, including the identification code assigned to the Customer (e.g. Customer ID, PIN, PUK, Customer name). Otherwise, Hrvatski Telekom shall have the right to reject the Request and another subsequently submitted adequate request for a specific Hrvatski Telekom mobile service in accordance with Item 11 of these General Terms and Conditions.
23. By submitting the Request or subsequently submitting another adequate request for a specific Hrvatski Telekom mobile service from Item 11 of these General Terms and Conditions, as well as the Request for Registration of a Prepaid Customer

in accordance with Item 12.1. of these General Terms and Conditions, the Customer gives his or her consent that Hrvatski Telekom may use and process his or her data, including personal data, for the needs as explicitly specified in the Request, including the needs of keeping personal records and provision of Hrvatski Telekom mobile services, including checks of the Customer's identity and solvency, processing of Customer data in order to reduce the risk of possible damage and protect interests of the Customer and Hrvatski Telekom, reduce future debt and implement the risk management policy.

24. Furthermore, by submitting the Request or subsequently submitting another adequate request for a specific Hrvatski Telekom mobile service from Item 11 of these General Terms and Conditions, as well as the Request for Registration of a Prepaid Customer in accordance with Item 12.1 of these General Terms and Conditions, the Customer is granting his or her consent that Hrvatski Telekom may use the Customer data in accordance with the applicable regulations of the Republic of Croatia in the following manner:

24.1 Provide such data to financial institutions, companies registered for the verification of credit rating and collect and process data of Customers who are not natural persons that were submitted by the same for the purpose of verification of the Customer's solvency, or data related to the violation of the contractual relationship with Hrvatski Telekom, all in order to protect the legitimate business interest of Hrvatski Telekom by reduction of the risk of possible damage or future debt and implementation of the risk management policy, as well as to protect interests of the Customer;

24.2 Render such data to third parties that provide services via Hrvatski Telekom mobile network, and whose services are used by the Customer, for the purpose of billing and collection of charges for the services provided by mentioned third parties, as well as interconnection services (the data are processed until expiration of the statute of limitations on a debt in accordance with general regulations regarding contractual obligations, and for the collection purposes, the data are processed until the collection of debt or in the case of disputable claims until the settlement of the dispute) or in the case of the Customer's objection to the services (in the case of settlement of the objection to the services of another operator this may include the exchange of necessary data between the operators);

24.3 Cede the claims against the Subscriber to third parties, including without limitation to creditor banks and agencies for collection of accounts receivable, in the manner of and in accordance with the applicable regulations, where the Subscriber shall not cover the costs of cession or any other costs that may incur from the cession of claims. In order to enable the cession of claims to creditor banks and agencies for collection of accounts receivables, Hrvatski Telekom shall be authorized to submit the required data to the creditor banks and agencies for collection of accounts receivable.

Customer data may also be processed for other legally defined and permitted purposes, if the Customer grants his or her consent.

25. The Customer shall inform Hrvatski Telekom about any change of data immediately, but not later than thirty (30) days from the day when the change occurred. If the Customer fails to inform Hrvatski Telekom about the change of data, the Customer shall be responsible for any damage that may be incurred to Hrvatski Telekom or third parties as a result of such default, and if the bills, dunning letters and other Hrvatski Telekom letters cannot be delivered to the Customer as a result of this omission, it shall be deemed that the delivery based on the existing data has properly been performed.
26. The Customer agrees that his or her phone calls to the Hrvatski Telekom Customer Service may be recorded and processed, with protection measures taken in accordance with the applicable regulations of the Republic of Croatia, for the purpose of internal monitoring of provision of Hrvatski Telekom mobile services to Customers, quality improvement of Hrvatski Telekom mobile services and for security purposes (protection of Hrvatski Telekom employees and property and protection of public/general security). The Customer shall be informed about recording of phone calls in the greeting message when dialing the Hrvatski Telekom Customer Service. The recorded material shall be permanently destroyed right after fulfilling the recording purpose.
27. In order to enable the Customer to receive advertisements, services, including customer support services tailored according to wishes of the Customer and in order to protect the legitimate business interest and prevent misuse that might cause damage to the Customer and Hrvatski Telekom, Hrvatski Telekom needs to have available certain data with the consent of the Customer, all in accordance with Items 28 to 32 of these General Terms and Conditions.
28. The Customer may cancel further receipt of information by notifying Hrvatski Telekom Customer Service in written or electronic form, via the Hrvatski Telekom Customer Service website or in any other appropriate way, including, without limitation, the use of means for remote communication. Provided that the Customer gave appropriate consent in accordance with Items 29 and 115 of these General Terms and Conditions, Hrvatski Telekom shall be authorized to inform the Customer about Hrvatski Telekom mobile services and special offers in writing and in other appropriate ways, as well as to use and process Customer data, which include his or her personal data (such as first and last name, OIB -personal identification number, postal and e-mail address, phone number) and traffic data grouped according to specific criteria, as well as data regarding the use of Hrvatski Telekom mobile services, which does not include traffic data, for the following purposes:

- 28.1 Advertising and sales activities of Hrvatski Telekom, including: general customer support (giving advice to Customers), improvement of sales activities, design and/or adjustment of Hrvatski Telekom mobile services to the needs and habits of the Customers and offering such services to Customers, Customer segmentation, market research and analysis;
- 28.2 For direct advertising purposes and offering of Hrvatski Telekom products and services, including individually designed advertising and Customer counseling with regard to Hrvatski Telekom mobile services (direct contact, written notifications, e-mail, phone, fax, SMS and MMS and other appropriate ways) as well as for the purpose of direct advertising for products and services from Hrvatski Telekom partners using Hrvatski Telekom's written notifications, where the list of Hrvatski Telekom partners will be available to the Customers at any given moment on the following Internet link: <https://www.hrvatskitelekom.hr/podrska/t-partneri>;
- 28.3 Provide such data to financial institutions, companies registered for the verification of credit rating and collect and process data of Customers who are natural persons that were submitted by the same for the purpose of verification of the Customer's solvency, or data related to the violation of the contractual relationship with Hrvatski Telekom, all in order to protect the legitimate business interest of Hrvatski Telekom by reduction of the risk of possible damage or future debt and implementation of the risk management policy, as well as to protect interests of the Customer.
29. The Customer acknowledges that, with regard to applicable regulations governing confidentiality and protection of personal data, he or she has been informed in detail about data processing in line with the item above. Those who become Customers after the publication and entering into effect of these General Terms and Conditions shall grant their consent for data processing from Item 28 of these General Terms and Conditions in the submitted Request, another subsequently submitted adequate request for a specific Hrvatski Telekom mobile service in accordance with Item 11 of these General Terms and Conditions, in the Request for Registration of Prepaid Customers in accordance with Item 12.1 of these General Terms and Conditions, or in any other appropriate way including without limitation the use of means of remote communication (e.g. by phone, SMS/MMS, Customer Internet pages etc.). If the Customer chooses to state his or her will using Internet, Hrvatski Telekom will provide him or her with such opportunity through its Customer web pages after the Customer logs in using his or her identification codes, i.e. Customer name and password. If the Customer chooses to express his or her will using SMS or MMS message, Hrvatski Telekom will provide him or her with such opportunity after the Customer identifies himself or herself using the PIN and/or PUK number. If the Customer chooses to state his or her will by other means of remote communication (mobile phone, phone, etc.), Hrvatski Telekom will send the Customer a confirmation of his or her statement of will with specified data processing for which the Customer provided the consent. The Customer accepts and agrees that the statements of will provided by other means of remote communication shall be legal, except if the Customer disputes them within seven (7) days from the receipt of the foregoing confirmation, in the manner described in Item 30 of these General Terms and Conditions.
30. The Customer may any time and free of charge revoke or fully or partially restrict the consents referred to in Item 28 of these General Terms and Conditions (including with regard to the desired method of receiving advertisement notifications), with regard to the individual service, by submitting a Request to Hrvatski Telekom, or sending a notification in written or electronic form to the Hrvatski Telekom Customer Service, along with providing proof of identity in line with Item 22 of these General Terms and Conditions, or via online customer pages, upon log-in. The Customer agrees that the consents from Item 28 of these General Terms and Conditions, if not withdrawn earlier or stipulated otherwise, shall be valid until the termination of the contract between the Customer and Hrvatski Telekom.

Hrvatski Telekom pays special attention to the protection of privacy and data of Customers who can always contact Hrvatski Telekom if they have additional questions regarding data processing. The Customer can exercise his or her rights in accordance with the data protection regulations by sending Hrvatski Telekom Customer Service a notification, either in writing or electronically, with the following note: "For the Data Protection Officer".

31. Hrvatski Telekom reserves the right to inform the Customer on data processing and protection of privacy, as well as on the method for collection of consents, in writing, by e-mail, through Hrvatski Telekom web pages or in another appropriate way.
32. In case of restructuring, change of legal form, cessation or any other status change of Hrvatski Telekom, the consents from these General Terms and Conditions shall be considered given and, depending on the change, they shall apply to the new company or the transferee company or the main company in accordance with provisions of the special companies' regulations.

Prices of Hrvatski Telekom Mobile Services and Terms of Payment

33. The amounts of monthly fees, Hrvatski Telekom mobile service charges and mobile network access fee, as well as all other fees charged by Hrvatski Telekom in accordance with these General Terms and Conditions are specified in the applicable price list. The price of the mobile network access fee shall be charged to Subscribers in a fixed amount on a monthly basis

and shown as a separate item on the bill for the provided Hrvatski Telekom mobile services. The mobile network access fee shall be charged to Prepaid Customers in a percent amount of the voucher value. The respective amount will be shown on the voucher in an absolute value.

34. Hrvatski Telekom shall be authorized to change prices and shall be obliged to publish them and make them available to Hrvatski Telekom mobile Customers in accordance with the applicable regulations of the Republic of Croatia.
35. Hrvatski Telekom may introduce, change or cancel individual special Hrvatski Telekom offers or tariff plans and models, as well as individual additional Hrvatski Telekom mobile services and terms of their use including, but not limited to, the following ways: by a prior written information sent to the Customer (e.g. attached to the bill), as well as through mass media, and in other appropriate ways (SMS, e-mail, etc.).
36. Hrvatski Telekom shall issue to the Subscriber a monthly bill for provided Hrvatski Telekom mobile services. The Subscriber shall settle the bill until the due date specified on it. The transaction costs that may arise in relation to the payment of the bill shall be fully borne by the Subscriber. The Subscriber shall pay the full amount of the debt incurred during the Subscriber Contract period, including roaming costs the calculation of which may be late and may be accounted on a separate bill.
37. Hrvatski Telekom shall issue the bill to the Subscriber either on paper or in electronic form. Hrvatski Telekom shall issue the bill to the Subscriber in electronic form under the provision that the Subscriber has given consent to receipt of such bill, in accordance with special regulations. The Subscriber may give consent to receipt of the bill in electronic form either by a statement on bill receipt, by acceptance of the terms and conditions of service use and/or by payment of the bill in electronic form, and if the Subscriber consents in one of the above stated manners, it shall be deemed that the Subscriber has given consent to acceptance of the bill in electronic form in accordance with applicable regulations. The Subscriber may any time request to receive the bill in paper form, instead of electronic form. Upon Subscriber's request, Hrvatski Telekom shall issue the bill in another form, suitable for blind and visually impaired persons. Upon Subscriber's request, Hrvatski Telekom shall issue an itemized bill, at no extra charge, in a written or electronic form, for a previous period of one year.
38. Hrvatski Telekom enables end customers to pay the bill for electronic communications services at all credit institutions and other institutions authorized for cash payment transactions, as well as by money transfer from the end customer's account to the Hrvatski Telekom transaction account. The end customer may settle the bill by a standing order, i.e. by direct debit via the banks which have concluded a contract with Hrvatski Telekom on performance of such payment transactions. The payment transaction fee shall be fully borne by the end customer, pursuant to the conditions and price list of his or her payment service provider. If Hrvatski Telekom enables end customers to pay directly in cash, with no intermediate, at Hrvatski Telekom sales points, there will be no fee charged for settlement of bills.
39. If, in view of the Subscriber's solvency, his or her payment habits thus far, average use of a Hrvatski Telekom mobile service, etc., Hrvatski Telekom establishes that the Subscriber's ability or intention to settle his or her liabilities for the provided Hrvatski Telekom mobile services is doubtful, Hrvatski Telekom shall have the right to request that the Subscriber in each billing period settle the whole amount arising from the use of Hrvatski Telekom mobile services in the period from the last bill to the date indicated on Hrvatski Telekom's request, and to request that the Subscriber provide an appropriate payment assurance (e.g. deposit payment, bank guarantee) or accept a monthly service use limit specified by Hrvatski Telekom (Limit). Such request will be made if the use of a service exceeds four times the average amount of a monthly bill for the last quarter. If the Subscriber fails to meet the request made by Hrvatski Telekom, after the date specified in the request Hrvatski Telekom may temporarily deactivate the Hrvatski Telekom SIM card assigned to the Hrvatski Telekom mobile services Subscriber.
40. If a particular Customer exceeds, uncommonly and surprisingly, his or her level of use of Hrvatski Telekom mobile services as compared to the Customer's average use of Hrvatski Telekom mobile services and/or the average use for his or her customer model, or in case of reasonable doubt about misuse of Hrvatski Telekom mobile services, as defined by applicable regulations, Hrvatski Telekom shall issue a respective warning to the Customer in an appropriate manner, and after the warning, Hrvatski Telekom may cancel a particular service to the Subscriber, depending on the technical possibilities of Hrvatski Telekom. If the Subscriber has a contract on a service package billed on a single bill during each individual billing period, the warning will relate to each element of the package, individually. Otherwise, Hrvatski Telekom may temporarily deactivate the Hrvatski Telekom card assigned to the Subscriber in order to reduce the risk of possible damage to the Subscriber and Hrvatski Telekom or to prevent unauthorized use and reduce the future debt. In case of temporary disconnection of the Hrvatski Telekom card, after giving prior warning to the Hrvatski Telekom Customer and for the purpose of preventing excessive consumption, misuse or fraud in the Hrvatski Telekom mobile network, Hrvatski Telekom may condition the reactivation of the Hrvatski Telekom card by early payment of the amount representing the claims which are still not due for the current billing period.

The increased usage warning may be late if such increase has occurred over a period of the Subscriber's stay outside the Republic of Croatia, since roaming traffic data are forwarded to Hrvatski Telekom by other operators.

41. Upon request of the Customer and at no extra charge, Hrvatski Telekom shall ban public communication services after the monthly costs of such services exceed a certain and preselected amount, as well as specific types of outgoing calls or calls to specific numbers or groups of numbers, including the ban on sending and/or receiving SMS and MMS messages to and from specific numbers or groups of numbers, as regulated by applicable regulations issued by the Council of the Croatian Post and Electronic Communications Agency (hereinafter: Agency). Hrvatski Telekom shall inform the Customers in writing and on a regular basis about all possibilities of call barring that are available to them.
42. If there is a technical possibility, Hrvatski Telekom shall offer to all Customers the possibility of restricting access to content inappropriate for children.
43. If the Subscriber fails to submit a written complaint as per Item 60 of these General Terms and Conditions, and fails to settle the due debt for the provided electronic communications services even after receipt of a written warning stating that the line will be temporarily disconnected if the debt is not settled within thirty (30) days from the date of delivery of the Dunning Letter, Hrvatski Telekom shall have the right to temporarily deactivate the Hrvatski Telekom SIM card assigned to the Subscriber. The end customer may be offered a possibility of receiving a Dunning Letter in an electronic form, in accordance with special regulations. The delivery date of the Dunning Letter to the Subscriber shall be deemed to be the third day from the day Hrvatski Telekom handed the Dunning Letter to the authorized postal service provider, except in case of delivery of the Dunning Letter in electronic form, for which Hrvatski Telekom will define the delivery date in separate terms and conditions. Hrvatski Telekom reserves the right to charge the costs of the Dunning Letter to the Subscriber in accordance with the applicable price list. For due and unsettled receivables from the Subscriber, Hrvatski Telekom shall have the right to apply statutory default interest. In case of temporary deactivation of the Hrvatski Telekom SIM card assigned to the Subscriber, the procedure described in Item 99 of these General Terms and Conditions shall apply.
44. If the Subscriber fails to settle the overall debt within further thirty (30) days from the temporary deactivation of the Hrvatski Telekom SIM card, Hrvatski Telekom shall have the right to terminate the Subscriber Contract (permanently deactivate the Hrvatski Telekom SIM card).
45. Prepaid Customers may recharge their accounts as of the moment of activation of the Hrvatski Telekom SIM card. The Prepaid Customer in the Hrvatski Telekom network pays for the use of Hrvatski Telekom mobile services by means of a voucher. The voucher specifies the cash value, the deadline for use and the recharge period for the prepaid account. The value of the voucher will be added to the account of the Prepaid Customer in the Hrvatski Telekom network. The Prepaid Customer in the Hrvatski Telekom network may use Hrvatski Telekom mobile services in the cash value registered on the account of the Prepaid Customer in the Hrvatski Telekom network until expiry of the account specified according to the value of the voucher, except in case when Hrvatski Telekom establishes that the SIM card, assigned to the Customer for the needs of individual Hrvatski Telekom mobile services, has been used for other services or purposes (for example, M2M services). In such case, Hrvatski Telekom will prevent the Prepaid Customer in the Hrvatski Telekom network from further use of the amount on his or her prepaid account for any service it could be used for, including e-money services.

The voucher use period starts to run from the moment the account of the Prepaid Customer in the Hrvatski Telekom network is recharged. The effective voucher periods cannot be added up. If the Prepaid Customer recharges the account by a new voucher during the effective period of the previous voucher, the effective period of the voucher that expires later shall apply. As of that moment, the previous voucher is considered to have been used up, in accordance with Item 48 of these General Terms and Conditions.
46. Details on vouchers and accounts of Hrvatski Telekom Prepaid Customers are available on www.hrvatskitelekom.hr and in the applicable Hrvatski Telekom mobile services price list.
47. If the validity of the prepaid voucher expires regardless of the account balance of the Hrvatski Telekom Prepaid Customer, Hrvatski Telekom may temporarily deactivate the Hrvatski Telekom SIM card of the Prepaid Customer in the Hrvatski Telekom network. The temporary deactivation will last until the Hrvatski Telekom Prepaid Customer recharges the account, and not later than the expiry of the final deadline by which the Prepaid Customer in the Hrvatski Telekom network may recharge the account, and which starts upon expiry of the validity period. If the Prepaid Customer in the Hrvatski Telekom network fails to recharge the account by the deadline for recharging his or her account, Hrvatski Telekom may permanently deactivate the Prepaid Customer's Hrvatski Telekom SIM card. Details on the deadline from this item are available on www.hrvatskitelekom.hr and in the applicable Hrvatski Telekom price list.
48. If a number is ported to the mobile electronic communications of another operator, the Hrvatski Telekom Prepaid Customer shall have the right to refund or compensation for the unused amount for public communications services. The Hrvatski Telekom Prepaid Customer may submit a request for refund or compensation for the unused amount at a T-Center or forward such request to the Hrvatski Telekom Customer Service. Along with the stated request, the Hrvatski Telekom Prepaid Customer shall also present the following: the Hrvatski Telekom SIM card, an identification document and information on the current bank account or address to which the refund or compensation can be sent to the Requester by a postal order. In the case of a refund or compensation for an unused amount for public communications services on a

purchased, but non-activated voucher, the Hrvatski Telekom Prepaid Customer shall present: the purchased voucher and information on the current bank account or address to which the refund or compensation can be sent to the Requester by postal order. The right to refund shall not refer to the amounts acquired as a result of payments made by Hrvatski Telekom as part of special terms and conditions.

Quality of Hrvatski Telekom Mobile Services and Interferences

49. The Hrvatski Telekom Customer Service shall, twenty-four (24) hours a day, provide the Customer with any information required for use of Hrvatski Telekom mobile services. Customers may contact the Hrvatski Telekom Customer Service by dialing the Customer Service number, or at the official e-mail address, as well as in other ways described on the Hrvatski Telekom website (www.hrvatskitelekom.hr).
50. Hrvatski Telekom shall maintain the level of quality parameters of Hrvatski Telekom mobile services within the values set in accordance with the provisions of the applicable regulations in the Republic of Croatia and the appropriate international standards and recommendations, particularly taking care of the high quality of the basic Hrvatski Telekom mobile service. Additional provisions on the minimum quality level of services offered will be defined by special regulations on the mode and conditions of performing electronic mobile network activities and services issued by the Agency.
51. Hrvatski Telekom shall ensure fault-free and uninterrupted operation of the Hrvatski Telekom mobile network. For this purpose, Hrvatski Telekom shall, on a regular basis, maintain its network capacities and monitor functioning and quality of the service in accordance with technical standards and regulations. In order to prevent network congestion, Hrvatski Telekom shall make its best efforts aiming to achieve efficient use of network resources. The transfer capacity for a particular Hrvatski Telekom mobile service shall be the maximum transfer capacity subject to changes depending on network load. The Customer accepts that within the technical and operational possibilities of the Hrvatski Telekom mobile network, Hrvatski Telekom mobile services may not be available at any time and any place. In the case of change of service provision technology which requires adjustment on the Subscriber's Terminal Equipment, Hrvatski Telekom shall notify the Subscriber in writing or electronically, at least 90 days prior to the intended change.
52. Hrvatski Telekom shall have no obligation to pay compensation of damage if the level of quality of the provided communication service is lower than the defined service level due to objective causes that could neither have been predicted nor avoided or removed (Force Majeure), which also includes interferences outside the system of the Hrvatski Telekom mobile network. Furthermore, Hrvatski Telekom shall not be liable for damage that might be caused during maintenance of the public telecommunications network of Hrvatski Telekom, and which could affect the quality of Services, as well as for petty damage or loss of profit caused to the Customer as a result of interferences during the use of Services, unless otherwise stipulated by mandatory regulations of the Republic of Croatia.
53. If a Customer was unable to access or use Hrvatski Telekom mobile services due to a technical fault that falls under Hrvatski Telekom's responsibility and which Hrvatski Telekom failed to remove within twenty four (24) hours or longer from the moment it was established, depending on the type of fault, on which the Customer shall be notified without delay, the fee for monthly access to the communications system shall be reduced or the Customer shall be indemnified in another way, proportionally to the number of days of the duration of the technical fault. The inability to cover a specific area with a useful signal of the Hrvatski Telekom mobile network shall not be deemed to be a technical fault hereunder, and the Customer located in such area shall not be entitled to reduction of the fee as set forth by this item.
54. Hrvatski Telekom shall define, in the separate conditions for a particular tariff plan/package, possible restrictions in the use of a particular Hrvatski Telekom mobile service.
55. Hrvatski Telekom provides free calls to the European unique emergency number (112), as well as to other numbers of emergency services in the Republic of Croatia, which includes free diverting of such calls to other phone lines used by the emergency services. Hrvatski Telekom will make available the Customer's location data from which such number has been dialed to the central body in charge of receiving emergency calls.

Maintenance, Review and Relocation of Terminal Equipment

56. The Customer shall possess properly operating Terminal Equipment that, for the purposes of these General Terms and Conditions, shall be a mobile phone, device or devices, i.e. an assembly or assemblies, or any combination of a single or more devices and/or assemblies that enable the Customer to use Hrvatski Telekom mobile services in the Hrvatski Telekom mobile network, and the operation of which is in accordance with the applicable regulations in the Republic of Croatia. The Customer's Terminal Equipment shall meet the technical requirements and standards for such equipment and shall have the appropriate certificate in accordance with the applicable regulations in the Republic of Croatia.
57. The Customer undertakes to maintain his or her Terminal Equipment in such a way that its use does not impair the connectivity and quality of Hrvatski Telekom mobile services or the safety and integrity of the Hrvatski Telekom mobile

network. Hrvatski Telekom reserves the right to directly inspect the functionality of the Customer's Terminal Equipment that is not a mobile phone, if Hrvatski Telekom has doubts about its proper functionality. For the purposes of these General Terms and Conditions, a mobile phone shall be Terminal Equipment or a mobile radio station which, by its dimensions and features, is adjusted for use in public communications networks and in conditions that include physical movement of the Customer.

Protection Against Misuse

58. In a separate column in the Request Form, the Subscriber shall confirm that s/he accepts the services, or agrees to download them from the Hrvatski Telekom website (www.hrvatskitelekom.hr) and, when using Internet access and Internet services, the Subscriber undertakes to adhere to all instructions, recommendations and codes of conduct specified in the terms of use for the respective option that will be available to the Subscriber on the official Hrvatski Telekom website (www.hrvatskitelekom.hr) or in any other appropriate manner for Prepaid Customers in the Hrvatski Telekom network.
59. Hrvatski Telekom reserves the right to temporarily restrict the access and use of specific services as well as to introduce other adequate measures for protection against misuse and fraud as well as cost limitation, in order to protect the interests of the Customer and Hrvatski Telekom and to reduce future debt and implement the risk management policy (e.g. limited use of data traffic services for the Customer who is suspected to send malicious software, viruses etc., limited use of the SMS service for the Customer who is suspected of misuse of the mentioned service, breach of provisions from Item 58 hereof, etc).

Filing of a Complaint and Request for Compensation in Case of Untimely Porting of the Customer's Number

60. As for the Hrvatski Telekom mobile services provided, the Customer may file a complaint in writing, which also includes e-mail, with regard to the quality of the service provided by Hrvatski Telekom, with regard to the charged amount for the provided service or a complaint about violation of provisions from the Subscriber Contract (hereinafter: Complaint). The Complaint shall include the facts and evidence on which it is based.
61. A complaint about the quality of the provided Hrvatski Telekom mobile services shall be filed to the Hrvatski Telekom Customer Service within thirty (30) days from the date of provision of the Hrvatski Telekom mobile service which gave rise to the service quality complaint.
62. A complaint about charged amounts shall be filed to the Hrvatski Telekom Customer Service within thirty (30) days from the bill's due date.
63. In all other cases from Item 60 of these General Terms and Conditions, the Customer shall file a Complaint to the Hrvatski Telekom Customer Service within fifteen (15) days from learning about the action or omission by Hrvatski Telekom, but not later than thirty (30) days from the day of violation of provisions from the Subscriber Contract.
64. The Hrvatski Telekom Customer Service shall implement the procedure of verifying if the Complaint is justified and send a first instance written reply to the Customer regarding justification of the filed Complaint within fifteen (15) days from the Complaint's filing date, or thirty (30) days from receipt of the Complaint in the case of complaints about services with a special tariff.
65. The Customer shall have the right to lodge an appeal against the first-instance written reply, within thirty (30) days from the delivery of the written reply, to the Appeal Committee established within Hrvatski Telekom d.d. (hereinafter: Committee). The Committee shall deliver a written reply to the Customer's appeal within thirty (30) days upon receipt of the Customer's appeal.
66. The Customer who finds the Committee's reply unsatisfactory may file a written Request for Dispute Settlement to the Agency within thirty (30) days from the date of receipt of the Committee's written reply.
67. If the Customer submits a dispute settlement request to the Agency, Hrvatski Telekom shall halt all proceedings until the dispute has been settled before the Agency. If the Agency decides or renders an opinion that the Customer's objection is not justified, Hrvatski Telekom may claim the disputed amount by sending a Dunning Letter from Item 43 of these General Terms and Conditions. Regardless of the foregoing, if the Customer fails to pay the undisputed part of the bill or further undisputed bills in a timely manner, Hrvatski Telekom shall have the right to deactivate the Hrvatski Telekom SIM card assigned to the Customer pursuant to the procedure of temporary and permanent deactivation set forth in these General Terms and Conditions.
68. The Customer who has filed a timely Complaint about the amount charged for the provided Hrvatski Telekom mobile service shall pay, until resolution of the Complaint, the undisputable part of the bill or an average amount that he or her was charged within a maximum of three months prior to the period which the Complaint refers to. If the Complaint submitter has become

a Subscriber less than three months from the beginning of the period to which the Complaint refers, the Subscriber shall pay the undisputed part of the debt, and at least the contracted monthly fee or the contracted monthly package, the mobile network access fee and the radio-frequency fee. By way of exception, when it is disputable which amount of the monthly fee has been contracted, the Subscriber shall pay the monthly fee that is more favorable for him or her, including the mobile network access fee and the radio-frequency fee. In case of failure to settle the undisputable part of the bill for services provided, or the average amount charged to the Customer in the period of a maximum of three months prior to the period to which the Complaint refers, Hrvatski Telekom shall have the right to take action pursuant to Items 43 and 44 of these General Terms and Conditions.

69. The Customer who has filed a complaint about the quality of the provided Hrvatski Telekom mobile service may request compensation of damage, if it is established that the quality level of the provided Hrvatski Telekom mobile service is lower than the level prescribed by the applicable regulations of the Republic of Croatia.
70. Hrvatski Telekom shall not be obliged to pay the compensation of damage from Item 69 of these General Terms and Conditions if the quality level of the provided Hrvatski Telekom mobile service is lower than the level stipulated by the applicable regulations in the Republic of Croatia in cases when the lower quality level was caused by Force Majeure, interferences outside the Hrvatski Telekom mobile network system, or if the Customer's Terminal Equipment is faulty or not used in the prescribed manner.
71. If it is established that Hrvatski Telekom has violated provisions from the Subscriber Contract or has unjustifiably discontinued provision of service, the Customer who filed a complaint from Item 60 of these General Terms and Conditions due to a violation of provisions from the Subscriber Contract or unjustified discontinuation of provision of service shall have the right to terminate the Subscriber Contract without charge and the right to a refund of all unjustifiably charged amounts.
72. Hrvatski Telekom shall, to the Customer who filed a Complaint from Item 60 of these General Terms and Conditions, reduce the billed amount in the part where a higher amount was charged for the provided services if, by review or by concluded court or out of court proceedings it is established that in the period which the Complaint refers to, a technical or any other fault, fraud or misuse has occurred which was found to have caused the increased charge for the provided service. If the bill has already been paid in full, the Customer shall be refunded for the overcharged amount, or the bill for the first subsequent billing period shall be reduced by this particular amount.
73. Hrvatski Telekom shall not be liable for the voice and data content of the Customer's electronic communications transmitted to Customers through the Hrvatski Telekom mobile network within the scope of provision of Hrvatski Telekom mobile services. Furthermore, Hrvatski Telekom shall not be liable for any damage that might be incurred to the Customer or any other third party as a result of the content of the electronic communications transmitted through the Hrvatski Telekom mobile network.
74. If the Subscriber disputes the Hrvatski Telekom bill in any court or out of court proceedings, and continues to pay all further undisputed bills in a timely manner, Hrvatski Telekom shall not deactivate the Subscriber's Hrvatski Telekom SIM card until completion of the respective court or out of court proceedings and the dispute settlement procedure before the Agency, except in the case of Subscriber Contract termination by the Subscriber. Regardless of the foregoing, if the Customer fails to pay the undisputed part of the bill or further undisputed bills in a timely manner, Hrvatski Telekom shall have the right to deactivate the Hrvatski Telekom SIM card assigned to the Customer.
75. If Hrvatski Telekom has discontinued provision of service and deactivated the Subscriber's Hrvatski Telekom SIM card prior to being informed by the Subscriber, the competent authority or person about the instituted procedure from Item 74 of these General Terms and Conditions, upon receipt of the respective notification, Hrvatski Telekom shall without delay and at no extra charge to the Subscriber restart and continue provision of the service to the Subscriber until completion of the respective court or out of court proceedings or the dispute settlement procedure before the Agency, except in the case of Subscriber Contract termination by the Subscriber.
76. Hrvatski Telekom shall inform Customers about the conditions for filing of a Complaint from Item 60 of these General Terms and Conditions, by stating them on the bill or in another appropriate manner, and in particular about the deadlines and method of filing a Complaint, about the name, address and phone and fax number of the competent Hrvatski Telekom complaints resolution unit and the possibilities to obtain forms for filing objections and complaints.
77. The Customer shall have the right to file a special complaint or report regarding the misuse of electronic mail or, respectively, the sending of unwanted e-mails by means of mobile Internet access contrary to the statutory provisions and applicable regulations of the Republic of Croatia, by sending it to the e-mail address that will be published on the Hrvatski Telekom website (www.hrvatskitelekom.hr), and receive a reply to his or her complaint within fifteen (15) days.
78. In the procedure of number porting to the Hrvatski Telekom mobile network from the mobile network of another operator (hereinafter: Donor Operator), the Customer shall have the right to file a request to Hrvatski Telekom for compensation in

case of untimely number porting, in the amount of HRK 10.00 for each started hour of the untimely number porting for the requested number.

79. The Customer may file a Compensation Request to the Hrvatski Telekom Customer Service in writing (including in electronic form) in the manner described on the Hrvatski Telekom website (www.hrvatskitelekom.hr) not later than 30 days from the number porting effectuation day.
80. Hrvatski Telekom shall, within 7 days from receipt of the Compensation Request, inform the Customer on compensation payment methods for untimely number porting caused by Hrvatski Telekom.
81. If untimely number porting has been caused by the Donor Operator, Hrvatski Telekom shall, within one workday from receipt of the Compensation Request from the Customer, forward the Compensation Request to the Donor Operator. The Donor Operator shall, within 7 days from receipt of the Compensation Request from Hrvatski Telekom, inform the Customer on the compensation payment method for untimely number porting caused by the Donor Operator.
82. Hrvatski Telekom shall pay the compensation for untimely number porting caused by Hrvatski Telekom not later than 30 days from filing of the Compensation Request by the Customer.
83. In the procedure of number porting from the Hrvatski Telekom mobile network to the mobile network of another operator (hereinafter: Recipient Operator), the Customer shall have the right to file a Compensation Request to the Recipient Operator in case of untimely number porting in the amount of HRK 10.00 for each started hour of the untimely number porting for the requested number, not later than 30 days from the number porting effectuation day.
84. The Recipient Operator shall, within 7 days from receiving the Compensation request, inform the Customer on the compensation payment method for untimely number porting caused by the Recipient Operator.
85. If the untimely number porting has been caused by Hrvatski Telekom, the Recipient Operator shall, within one workday from receipt of the Compensation Request from the Customer, forward the Compensation Request to Hrvatski Telekom. Hrvatski Telekom shall, within 7 days from receipt of the Compensation Request from the Recipient Operator, inform the Customer on the compensation payment method for untimely number porting caused by Hrvatski Telekom.
86. Hrvatski Telekom shall pay the compensation for untimely number porting caused by Hrvatski Telekom not later than 30 days from receipt of the Compensation Request from the Recipient Operator.
87. In case of rejection of the Compensation Request, the Customer may file a complaint to the Electronic Communications Inspector.
88. The provisions of Items 78 through 87 of these General Terms and Conditions shall be applied even in cases when the Customer cancels number porting because the procedure has been delayed for more than 8 workdays. In that case, the Customer may file a Compensation Request within 30 days from the number porting cancellation day.

Customers' Complaints about Operator's Special Tariff Services

89. Hrvatski Telekom shall not be held responsible for the quality of service provided by other public communications service operators to Hrvatski Telekom Customers using the Hrvatski Telekom mobile network. The use of services provided by other public communications service operators using the Hrvatski Telekom mobile network shall be subject to the conditions set by the respective public communications service operator. Regardless of the foregoing, Hrvatski Telekom shall process Customers' complaints regarding the special tariff services available to Customers, upon performance of administrative and technical checks of all components constituting provision of such services, under observance of the deadlines set in Items 64 and 65 of these General Terms and Conditions. The Customer has been informed and accepts that each call, including SMS and MMS message sent via the Hrvatski Telekom mobile network to the special tariff service operator represents a separate contract between the Customer and the special tariff service operator pursuant to general provisions on contractual relations.

Transfer of Subscriber Contract

90. The Subscriber Contract may be transferred to another legal or natural person if the new Subscriber (Successor) continues to use Hrvatski Telekom mobile services by means of the same Hrvatski Telekom SIM card and subscriber number with the change of name in the Subscriber's title.
91. Upon the Subscriber's (Predecessor's) request, Hrvatski Telekom shall transfer the Subscriber Contract to another person or, respectively, to a new Subscriber (Successor) by conclusion of a Subscriber Contract with the new Subscriber (Successor) in

accordance with these General Terms and Conditions, provided that the Subscriber (Predecessor) has properly settled all his or her obligations towards Hrvatski Telekom that were due up to the day of submission of the Transfer Request. The Subscriber (Predecessor) shall settle the bill for use of Hrvatski Telekom mobile services in the month in which the Subscriber Contract is transferred by the date of execution of the transfer, and the new Subscriber (Successor) shall settle the bill for use of Hrvatski Telekom mobile services after the transfer, which includes the corresponding monthly fee or the corresponding monthly package fee, the amount of the mobile network access fee and radio frequency fee for the respective month, as well as all other fees for Additional Services.

92. In case of the Subscriber's death or cessation of the legal existence of the legal entity which was the Subscriber, the successor, a family member or legal successor may file a Request for Transfer of the Subscriber Contract to Hrvatski Telekom in accordance with Item 90 of these General Terms and Conditions.
93. The Subscriber Contract and all rights and obligations thereof shall be transferred to the new Subscriber (Successor) only at the moment of acceptance of the new Subscriber's (Successor's) request by Hrvatski Telekom, in accordance with Items 7 through 11 of these General Terms and Conditions.
94. After the transfer of the Subscriber Contract, the former Subscriber (Predecessor) shall remain responsible for obligations accrued up to the moment of transfer, and the new Subscriber (Successor) shall become responsible for the obligations arising from that moment on.

Temporary Disconnection

95. Hrvatski Telekom shall be authorized to temporarily deactivate the Hrvatski Telekom SIM card assigned to the Customer, or temporarily restrict the use of a particular Hrvatski Telekom mobile service due to reasons defined by statutory regulations and by-laws on electronic communications and other applicable regulations, as well as due to the following reasons:
 - 95.1. If the Customer causes impairment of the operational safety and integrity of the Hrvatski Telekom mobile network and of the mutual functioning of electronic communications services and data protection;
 - 95.2. If the Customer uses Terminal Equipment that may cause harmful interferences or faults in the operation of the Hrvatski Telekom mobile network;
 - 95.3. If the Customer refuses to enable direct inspection of the Customer's Terminal Equipment for which there is reasonable doubt that it is causing harmful interruptions in the operation of the Hrvatski Telekom mobile network, which the Customer will be made aware of in writing;
 - 95.4. If a fault is established on the Customer's Terminal Equipment within thirty (30) days from the date of the inspection of the Customer's Terminal Equipment;
 - 95.5. If works are performed on the Hrvatski Telekom mobile network for a period of less than three (3) days, by the completion of such works, with prior notification sent to the Customer;
 - 95.6. If there is doubt or complaint by a third interested party that the Customer misuses or enables third parties to misuse Hrvatski Telekom mobile services;
 - 95.7. If the Customer uses Hrvatski Telekom mobile services for sending unwanted e-messages, without obtained prior express approval from customers;
 - 95.8. If Hrvatski Telekom subsequently establishes any reason to refuse the Requests specified in Item 11 of these General Terms and Conditions, other than due and outstanding debts in accordance with another contract with the same Customer from Item 11.9 of these General Terms and Conditions, which will equally be applied in an appropriate manner to Prepaid Customers in the Hrvatski Telekom network;
 - 95.9. In cases of misuse of calls to 112 or other emergency service numbers;
 - 95.10. Based on a final judgment by a competent court;
 - 95.11. In all other cases specified in these General Terms and Conditions.
96. Hrvatski Telekom shall automatically activate the Customer's Hrvatski Telekom SIM card after evidence is provided that the reasons for temporary disconnection have ceased to exist or when Hrvatski Telekom establishes that there are no more reasons for temporary disconnection. If reasons for temporary disconnection do not cease to exist within the deadlines specified in Item 95 of these General Terms and Conditions, Hrvatski Telekom reserves the right to terminate the Subscriber Contract, i.e. to deactivate the Prepaid Customer's Hrvatski Telekom SIM card.

97. Upon Subscriber's request, Hrvatski Telekom shall approve temporary disconnection of the Subscriber free of charge, at least once in a calendar year for duration of three (3) months, or longer, if so defined by the terms of use/specification of the service used by the Subscriber. The Request for Temporary Disconnection shall be submitted on a valid Hrvatski Telekom Form. Upon expiry of the period for which temporary disconnection was requested, Hrvatski Telekom shall automatically reconnect the Hrvatski Telekom SIM card of the Subscriber to the Hrvatski Telekom mobile service.

98. During temporary disconnection within which the Customer can receive incoming calls in accordance with Item 99 of these General Terms and Conditions, except in the case of a temporary disconnection upon Subscriber's request in accordance with Item 97 of these General Terms and Conditions, the Subscriber shall pay the public communications network access fee for tariff plans or packages for which such fee is charged.

99. During temporary disconnection, the Customer can receive incoming calls within the territory of the Republic of Croatia, outgoing calls to emergency services and to the free Customer Service number. The above provision shall not apply in case of temporary disconnection due to misuse of the calls to the 112 emergency number, in which case the procedure for temporary disconnection shall be applied as prescribed by special regulations on the unique European emergency service number. In the case of a due and outstanding debt, temporary disconnection shall be performed in accordance with Items 43 and 44 of these General Terms and Conditions.

Termination of Subscriber Contract

100. The Subscriber Contract shall end in cases of termination, death of the Subscriber who is a natural person, cessation of the legal existence of the legal entity which was the Subscriber, on the basis of a final court resolution or Agency's final decision, as well as on the basis of statutory and other regulations. In addition to the provisions of these General Terms and Conditions, Hrvatski Telekom shall have the right to terminate the Subscriber Contract also in all other cases governed by statutory and other valid regulations.

101. The Subscriber Contract may be terminated for the following reasons:

101.1 If, within thirty (30) days from temporary disconnection, the Subscriber fails to provide evidence that the reasons for temporary disconnection have ceased to exist, or if Hrvatski Telekom within thirty (30) days from temporary disconnection does not establish that the reasons for temporary disconnection have ceased to exist;

101.2 If the Subscriber's address for delivery of Hrvatski Telekom bills and notifications in the Republic of Croatia is unknown;

101.3 If Hrvatski Telekom subsequently establishes that the Customer's personal data are untrue or incomplete, and if the Customer fails to correct such data within thirty (30) days from receipt of the notification by Hrvatski Telekom;

101.4 If the Customer performs activities that are not in accordance with the provisions of these General Terms and Conditions and other applicable regulations in the Republic of Croatia, and particularly in cases of misuse of calls to the emergency number 112;

101.5 If a competent authority establishes that the Customer is guilty of intentional harassment of other Customers, of disturbing and/or preventing other Customers to use Hrvatski Telekom mobile services;

101.6 If reasons for temporary disconnection have come into existence two or more times with the same Subscriber;

101.7 In any other case stipulated by legal and other applicable regulations (e.g. in the case of a Number Porting Request based on a valid court decision).

102. The procedure described in Item 99 of these General Terms and Conditions shall be implemented prior to permanent disconnection of the Customer's Terminal Equipment. The above provision shall not apply in case of permanent disconnection due to misuse of calls to the emergency number 112, in which case the procedure for permanent disconnection applies as prescribed by special regulations on the unique European emergency service number.

103. In cases specified in Item 101 of these General Terms and Conditions, the legal consequences of termination of the Subscriber Contract shall come into effect on the date specified in the notification about termination of the Subscriber Contract (permanent disconnection) by Hrvatski Telekom, but not before the expiry of thirty (30) days from the date of temporary disconnection. If the Subscriber settles all due debts after expiry of temporary disconnection, and before the date specified in the notification about termination of the Subscriber Contract (permanent disconnection), the termination of Subscriber Contract (permanent disconnection) will not enter into effect as specified in the notification, i.e. the rights and obligations from the Subscriber Contract, including the mandatory contract period, will continue to run.

104. The Subscriber may terminate the Subscriber Contract in accordance with these General Terms and Conditions by filing a Request on a valid Hrvatski Telekom Form or by filing a Request for Number Porting to another operator in the Republic

of Croatia. For this purpose, the Subscriber shall, upon request, provide Hrvatski Telekom with all information and documents that Hrvatski Telekom might consider required for termination of the Subscriber Contract, in accordance with special regulations on personal data protection. If a Request has been filed for termination of the Subscriber Contract, the legal consequences of Subscriber Contract termination shall enter into effect within one workday from the day on which the Subscriber filed the Termination Request. Regardless of the foregoing, in cases when the Subscriber has filed a Number Porting Request, the legal consequences of the termination of the Subscriber Contract shall enter into effect on the day of completion of number porting, pursuant to valid regulations. In the case of filing of a Number Porting Request, the Customer shall settle undisputed debts for the provided Hrvatski Telekom mobile services which were due before the moment of filing of the Number Porting Request, which shall have no impact on the number porting procedure. The Customer shall remain under obligation of payment for Hrvatski Telekom mobile services used until the moment of number porting to the electronic communications network of the Recipient Operator. For the receivables which will be due after number porting to the electronic communication network of the Recipient Operator, Hrvatski Telekom will issue a bill to the Customer. In case of existence of an undisputed contractual obligation for the Subscriber who files a Number Porting Request, Hrvatski Telekom, as the Donor Operator, shall, upon request and without any delay, provide the Subscriber with written information on the amount of debt in case of early contract termination. Furthermore, Hrvatski Telekom, as the Donor Operator, shall provide the possibility for the Subscriber to settle the undisputed contractual obligation as soon as possible, at the latest with the next Hrvatski Telekom bill, in which case the number porting procedure shall be postponed for a maximum 10 workdays from the requested number porting date.

105. In case of death of the Subscriber, his or her successors or members of the family household shall have the obligation to inform Hrvatski Telekom in writing about the death of the Subscriber, within thirty (30) days from the Subscriber's death. Successors or members of the family household of the deceased Subscriber may request Hrvatski Telekom to transfer the Subscriber Contract in accordance with Items 90 through 94 of these General Terms and Conditions. Otherwise it will be deemed that the Subscriber Contract has ended on the day of the Subscriber's death. The Successors of the deceased Subscriber shall be responsible for all receivables by Hrvatski Telekom up to the day of delivery of the written notification on the Subscriber's death, pursuant to valid regulations. If, after the Subscriber's death the Successors or members of the joint household continue using the services contained in his or her Subscriber Contract, it shall be deemed that they have stated their will for continuation of the respective Subscriber Contract. In that case, the successors or members of the joint household shall have the obligation to request transfer of the Subscriber Contract to their name.

106. The Subscriber against whom bankruptcy or liquidation proceedings have been instituted shall inform Hrvatski Telekom in writing about the institution of such proceedings within thirty (30) days from the start of such proceedings. If a Request for Change of the Subscriber's Data or Transfer of the Subscriber Contract is submitted in accordance with items 90 through 94 of these General Terms and Conditions, Hrvatski Telekom shall transfer the Subscriber Contract and change the Subscriber's data only if the Subscriber has settled all debts to Hrvatski Telekom and other receivables of Hrvatski Telekom against the Subscriber that were due by the time Hrvatski Telekom receives the above mentioned Request. Otherwise, it shall be deemed that the Subscriber Contract is terminated as at the date of instituting the bankruptcy or liquidation proceedings, and the Subscriber under bankruptcy may establish a Subscriber Contract with Hrvatski Telekom if he or she meets the conditions stipulated in these General Terms and Conditions. In any case, the Subscriber against whom bankruptcy or liquidation proceedings have been instituted shall have the obligation to pay all Hrvatski Telekom receivables that have incurred until the date of termination of the Subscriber Contract.

107. If Hrvatski Telekom stops providing its mobile services in accordance with the applicable regulations of the Republic of Croatia, the Subscriber Contract shall also be terminated and Hrvatski Telekom shall inform the Customers of such services thereof in writing or by e-mail within a minimum of thirty (30) days in advance.

108. Upon termination of the Subscriber Contract, Hrvatski Telekom shall deactivate the Hrvatski Telekom SIM card of the Subscriber to the Hrvatski Telekom mobile service. The rights and obligations between Hrvatski Telekom and the Hrvatski Telekom Prepaid Customer shall be terminated as at the moment of deactivation of the SIM card of the Prepaid Customer in the Hrvatski Telekom network.

109. Upon completion of number porting to the Hrvatski Telekom mobile network, the Customer may not request number porting from the Hrvatski Telekom mobile network to the network of another operator before the expiry of the period prescribed by the relevant regulations which shall commence on the date of number porting to the Hrvatski Telekom mobile network.

Settlement of Disputes

110. Disputes arising from or in relation to the Subscriber Contract shall be settled at the competent court in the Republic of Croatia.

Final Provisions

111. When using Hrvatski Telekom mobile services, the Customer shall observe intellectual property rights in accordance with the applicable regulations of the Republic of Croatia.

112. These General Terms and Conditions shall enter into effect and apply to all new Customers as of the date of their publication.

113. Hrvatski Telekom reserves the right to change these General Terms and Conditions. All changes to these General Terms and Conditions shall be published in at least one daily newspaper sold on the entire territory of the Republic of Croatia, and on the Hrvatski Telekom website, in accordance with applicable regulations.

In the case of changes to these General Terms and Conditions, Hrvatski Telekom shall inform Customers in writing or electronically about the proposed changes and their right to termination of contract in accordance with these General Terms and Conditions, at the latest simultaneously with the publication of such changes.

In the case of changes to these General Terms and Conditions, such changes shall apply to the existing Customers after the expiry of thirty (30) days from their publication. If the changes to these General Terms and Conditions are solely to the advantage of the Customer, they shall be applied to existing Customers as of the day of publication. If the specified changes are less favorable to the Customer than the contracted ones, the Customer shall have the right to terminate the Subscriber Contract free of charge, or to a refund of the unused amount within thirty (30) days from the date of publication of the changes.

114. Customers who are Subscribers or Prepaid Customers in the Hrvatski Telekom network at the moment of publication of these General Terms and Conditions confirm that they have validly provided or refused to provide consent from Item 28 of these General Terms and Conditions in one of the manners set forth by the General Terms and Conditions of Hrvatski Telekom d.d. for Provision of Services in the Public Mobile Communications Network that entered into effect on 25 February 2010.

115. With regard to existing Customers who are Subscribers or Prepaid Customers in the Hrvatski Telekom network at the moment of publication of these General Terms and Conditions and who have given their consent to data processing for the purpose of direct promotion and sale of Hrvatski Telekom products and services through Hrvatski Telekom's written notifications, it shall be deemed that they have given the same consent regarding the products and services of Hrvatski Telekom's partners, provided that upon receipt of such notification in writing or in electronic form, they do not deny their consent within thirty (30) days from the day of publication of the changes to these General Terms and Conditions.

116. The provisions on the right to termination of the Subscriber Contract without settlement of contractual obligations shall not apply to the changes and amendments to these General Terms and Conditions which are brought in line with the Ordinance on Amendments to the Ordinance on the Manner and Conditions for Provision of Electronic Communications Networks and Services (OG 149/2013) and the Consumer Protection Act (OG 41/2014).