

**General Terms and Conditions for the Provision of Telecommunications Services
PJSC DATAGROUP**

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1. General provisions

1.1. General terms and conditions for the provision of telecommunications services by DATAGROUP (the "General Terms and Conditions") are adopted in accordance with the Laws of Ukraine "On Telecommunications," "On Protection of Consumer Rights," "On Citizens' Appeals," the Rules for Providing and Receiving Telecommunications Services approved by Resolution of the Cabinet of Ministers of Ukraine No. 295 dated April 11, 2012 (the "Rules"), the Basic requirements to the agreement on the provision of telecommunications services approved by Decision of the National Commission for the State Regulation of Communications and Informatization ("NCCIR") No. 624 dated November 29, 2012, and other regulatory legal acts of Ukraine.

1.2. The General Terms and Conditions determine the basic rules and procedures for the provision of telecommunications services and services related to the telecommunication services technologically by DATAGROUP, establish general provisions for the provision by DATAGROUP and the receipt by the Customer of the Services, in particular, establish the procedure for the initial Order by the Customer of the Services, the rights and the obligations of the Parties, the procedure for concluding, amending, terminating the Agreement and/or the Annex(es)/Contract(s) to the Agreement, and/or the Supplementary Contract(s) to the Agreement, further customer support, regulate the relationship between DATAGROUP and the Customer, payment arrangements, liability of the parties, and so on. DATAGROUP in the relations with the Customer under the Agreement(s) can act as an Operator or the Contractor, and the Customer, respectively, can act as a Customer, Corporate Customer, or an Acquirer.

1.3. By ordering and/or receiving Services from DATAGROUP, the Customer (individual) automatically agrees with the full and unconditional acceptance of these General Terms and Conditions, the provisions of the Agreement and all Annexes, which are an integral part of the Agreement. From the date of Agreement conclusion by the Parties, these General Terms and Conditions become an integral part of such an Agreement and are binding to DATAGROUP and the Customer (individual).

Existing Customers who continue to order telecommunications services, increase and/or reduce their list, change the Tariff (Tariff Plan), and/or continue to use the telecommunication services of DATAGROUP upon the entry of these General Terms and Conditions into force and pay bills for telecommunications services provided thereby confirm the acquaintance and consent with these General Terms and Conditions and take obligations to fulfill the terms and conditions of the concluded Agreement and these General Terms and Conditions.

For the Customer (legal entity), these General Terms and Conditions become an integral part of the Agreement and are binding in terms of adherence, compliance with their requirements, unless otherwise specified in the Agreement (the Customer (legal entity) agrees in writing with full and unconditional acceptance of these General Terms and Conditions when signing the Agreement, unless otherwise provided in the text of the Agreement).

1.4. The General Terms and Conditions shall be established and/or amended by DATAGROUP unilaterally. DATAGROUP is entitled to independently amend the text of these General Terms and Conditions. When amending the General Terms and Conditions, DATAGROUP shall post such amendments on DATAGROUP official websites:

- For individuals: www.domtele.com/www.datagroup.ua,
- For legal entities: www.datagroup.ua
- For individuals and/or legal entities for ordering/receiving satellite communication services: www.sputnik.datagroup.ua/www.datagroup.ua.

at least seven calendar days before the amendments enter into force, except for cases in which the General Terms and Conditions and/or the current legislation of Ukraine establishes a different period and/or notification procedure for the introduction of amendments as well as in cases where DATAGROUP is not obliged to inform the Customer about the introduction of amendments.

At the same time, DATAGROUP guarantees and confirms that the current revision of the text of these General Terms and Conditions posted on the official DATAGROUP websites (www.domtele.com, www.datagroup.ua, www.sputnik.datagroup.ua) is valid as of the date of its approval by DATAGROUP, the date is indicated in the upper right corner at the beginning of the text of these General Terms and Conditions.

1.5. The provisions specified in these General Terms and Conditions are standard. In the event of any inconsistencies between the provisions of the text of the Agreement and/or the provisions of the text of these General Terms and Conditions, the provisions of these General Terms and Conditions shall prevail.

1.6. General Terms and Conditions, amendments, and/or annexes thereto are approved by the order of DATAGROUP and come into force seven calendar days after posting (publication) on the official DATAGROUP websites (www.domtele.com/www.datagroup.ua/www.sputnik.datagroup.ua). In this case, the Customer is obliged to independently monitor amendments introduced in the current General Terms and Conditions, prices/tariffs (tariff plans)/service conditions published in accordance with the current legislation of Ukraine and these General Terms and Conditions. The General Terms and Conditions, amendments, and/or annexes thereto are brought to the attention of the customers by introduction in the places of sale of telecommunication services and customer services, or in reference and information service departments, or in service departments of DATAGROUP, on the official DATAGROUP websites (www.domtele.com/www.datagroup.ua/www.sputnik.datagroup.ua). These General Terms and Conditions may be provided in paper form only at the request of the Customer.

1.7. DATAGROUP declares the inclusion of operators, telecommunications providers to the register on the basis of NCCIR Decision No. 83 dated February 25, 2010 (with amendments), with No. 1517, and availability of valid licenses for carrying out activities in the telecommunications sector in accordance with the legislation of Ukraine.

2. Terms and definitions

In these General Terms and Conditions, Agreement, Annexes, Contracts, and Supplementary Contracts to the Agreement, terms and definitions are used in the following meaning:

Customer shall mean the consumer of telecommunications services who receives telecommunication services on the terms of an Agreement that provides for the connection of the terminal equipment in their possession or use to DATAGROUP telecommunications network. Under the Agreement, the Customer can act as a Customer, Corporate Customer, or an Acquirer.

Customer Number shall mean the collection of digital signs for designating (identifying) the terminal equipment of the Customer in a telecommunications network, which is assigned to the Customer by DATAGROUP on the basis of the Agreement. At the same time, the right of possession of the Customer Number is not transferred to the Customer.

Monthly Fee shall mean a fixed payment that can be set by DATAGROUP for the Customer for

access on a permanent basis to their telecommunications network irrespective of the fact of receiving telecommunication services.

Drop Distribution shall mean a part of the spur link from the terminal equipment of the Customer to the terminal cable devices of the distribution part of the spur link (junction box, cable box, etc.).

Automated Payment System for Services (billing system) shall mean a set of technical and software tools that perform functions of tariffication, payment for provided services, formation of payment documents for subscribers, etc.

Denial of service shall mean a denial of the end user's equipment servicing due to the impact on the computer system with the intention of making computer resources inaccessible to users for whom the computer system is designed (DoS attack).

Agreement shall mean the transaction on the provision and receipt of telecommunications services concluded between the Customer and DATAGROUP, regardless of the form (provided by the current legislation of Ukraine), procedure, and the method of concluding whereby DATAGROUP undertakes to provide services on the Customer's order, and the Customer undertakes to pay for these Services. The Agreement can be concluded both in written form and by expressing the will of the parties with the help of teletype, electronic, and/or other technical means of communication, including when the Customer has agreed to join the Agreement (by the Customer's consent) via electronic and/or other technical means of communication (in the way suggested by DATAGROUP).

Supplementary Contract shall mean an integral part of the Agreement that must be concluded in the same form as the Agreement. Supplementary Contracts may supplement, modify, and/or cancel certain provisions of the main Agreement.

Annex/Contract shall mean an integral part of the Agreement that is an addition to the main document (Order, specifications, etc.).

Availability of Services shall mean the Customer's ability to receive services in accordance with the level of quality and technical characteristics.

Unavailability of Services shall mean the Customer's inability to receive services in accordance with the level of quality of services and technical characteristics due to lack of Availability of Services. The termination/reduction of Services by the Operator on the grounds and in the manner provided for in these General Terms and Conditions is not considered as the Unavailability of Services.

Unauthorized interference with the operation and/or use of telecommunication networks shall mean actions that are fixed in an act of violation of the rules for the provision and receipt of telecommunication services and led to leakage, loss, tampering, blocking, distortion or destruction of information; violation of the order of routing voice traffic; receiving services free of charge or at rates lower than those established; distribution of computer viruses (malicious software); **refile; abnormal call intensity; unproductive traffic; erroneous or false autoresponder; looping traffic; denial of service;**

Scheduled Unavailability of Services (SUS) shall mean the temporary Unavailability of Services as a result of Scheduled Work.

Looping traffic shall mean a routing intentional error that leads to direct traffic in the opposite direction.

Malicious calls shall mean single, repetitive or mass connections, including telephone numbers of emergency services, information and reference services, operator services, provider services, as well as sending messages about the holding of promotions, drawings, contests, rendering of services, products, goods, which have not been ordered, messages with the proposals for replenishment of the personal account that are received from the operator, which can not be stopped and which causes moral and/or pecuniary damage to the consumer and/or the operator.

Emergency Unavailability of Services (EUS) shall mean the temporary unscheduled Unavailability of Services caused by malfunctions and/or interruptions in the provision of services, equipment malfunctions.

Order for Services (Order) shall mean the document compiled and signed by the Customer and the Operator in the form of Annexes No. 1...No. n to the Agreement that determines the type of services the provision of which is ordered by the Customer, the technical characteristics of the services, the scope and composition of the work to be performed to provide the services ordered by the Customer, the cost of such work and the cost of services and contains some other provisions.

Customer's Consent shall mean the will expressed in any way, including fulfillment of actions, that can be fixed by DATAGROUP equipment (voice, text message, use of tone dialing signals, etc.).

Acquirer shall mean state authorities, local governments, and the social insurance bodies, legal entities (enterprises, institutions, organizations) and their associations that provide the needs of the state or territorial community, if such activities are not carried out on an industrial or commercial basis, with the presence of one of the following features: the legal entity is the administrator, the recipient of budgetary funds; the bodies of state power or bodies of local self-government or other customers that have a majority of votes in the supreme governing body of the legal entity; in the authorized capital of a legal entity, the state or communal share of stocks (stakes, shares) of which exceeds 50%.

Communication Channels (Channels) for data transmission services shall mean communication channels (data transmission channels) through which the Operator provides data transfer services to the

Customer, whose terminal points and technical characteristics are specified in the Order(s) for Services that are composed and subscribed for each communication channel separately, for services on access to the internet—communication channels (access channels to the internet), through which the provision of the mentioned services is provided, whose technical characteristics are specified in the Order(s) for Services.

Terminal Equipment shall mean the equipment intended for connection with the termination point of the telecommunications network aimed to provide the Customer with access to DATAGROUP telecommunications services.

The terminal and/or other equipment of the Customer that connects to DATAGROUP telecommunications network and must have a duly issued document confirming compliance with the requirements of regulatory documents in the sphere of telecommunications and/or radio frequency resource and be included in the list of technical means that can be used in telecommunication networks of general use, or the Register of radio electronic facilities and radiating devices, which can be used in the territory of Ukraine in the fields of public radio frequencies, or the use of such equipment must be approved by the Administration of the State Service of Special Communications and Information Protection (the "Derzhspetsviazok Administration") in accordance with the applicable legislation.

Corporate Customer shall mean the customer (a legal entity) that orders and/or receives the services of DATAGROUP in a significant amount every month.

Content Service shall mean information, reference, customized, entertaining, or other services, including the 900 service code, provided by the telecommunications operators and/or operators, providers using telecommunications networks, telecommunications equipment and is paid for, in particular, by writing off funds from the Customer DATAGROUP Personal Account to whose networks and/or technical means the Customer's Terminal Equipment is connected.

Local Telephone Communication shall mean the telephone connection between the Customers located within the same city, district.

Customer's Network ID shall mean an individual set of digits and/or symbols assigned to the Customer's Terminal Equipment in DATAGROUP telecommunication network or the internet.

Customer Personal Account shall mean an individual number registered for the Customer in DATAGROUP billing system on the basis of the concluded Agreement.

Equipment shall mean the telecommunications equipment of the Operator that, if necessary, is set by the Operator to the Customer and transmitted to the Customer under the Acceptance Certificate.

Subsequent Payment shall mean the implementation by the Customer of settlements for the received telecommunication services provided by DATAGROUP after the end of the billing period.

Non-productive traffic shall mean a targeting at operator's telecommunications network of five or more calls per minute that have zero duration and don't end with the provision of telecommunication services, which leads to unproductive use of channel capacity and negatively affects the quality indicators of service traffic.

Unauthorized interference with the operation and/or use of telecommunication networks shall mean any actions that are fixed in an act of violation of the rules for the provision and receipt of telecommunication services and led to leakage, loss, tampering, blocking, distortion or destruction of information; violation of the order of routing voice traffic; receiving services free of charge or at rates lower than those established; distribution of computer viruses (malicious software); refile; abnormal call intensity; unproductive traffic; erroneous or false autoresponder; looping traffic; denial of service.

Advance Payment shall mean the payment made by the Customer for telecommunication services before the actual receipt of the service, unless otherwise stipulated by the agreement, in the amount not less than the amount of payment for the previous billing period.

Data Transmission Services shall mean telecommunications services for the transfer of data provided by the Operator to the Customer on the basis of the Agreement and the corresponding Order(s) for Services and include data exchange between the Terminal Equipment of Customers using telecommunication networks.

Services for Access to the internet shall mean telecommunications services for access to the internet provided by the Operator to the Customer on the basis of the Agreement and the corresponding Order(s) for Services and provide the ability to connect the Customer's terminal equipment to the internet (worldwide public information system that is logically bound by a global address space and is based on an internet protocol defined by international standards).

Services shall mean telecommunications services provided by DATAGROUP on the basis of the Agreement concluded with the Customer that are specified in the Order(s) for Services.

Termination of the Provision of Services (Service) shall mean the final termination of the provision of one/several or all services to the Customer by DATAGROUP due to the termination or modification of the terms of the Agreement in terms of reducing the list of services as well as in cases established by the current legislation of Ukraine.

Termination of the Agreement shall mean the termination of rights and obligations of the parties under the Agreement for the provision and receipt of Services in the manner and on the grounds determined by the current legislation of Ukraine, the Agreement, and these General Terms and

Conditions.

Scheduled Work shall mean a scheduled preventive (routine) work and work on modernization of DATAGROUP telecommunications network, which are conducted on the terms and in the order established by the current legislation of Ukraine for the appropriate level of quality of Services.

Receipt shall mean the document provided to the DATAGROUP Customer (in paper and/or electronic form with the consent of the Customer) in cases stipulated by the Agreement and/or these General Terms and Conditions, where information on the volume and cost of Services rendered during the relevant Payment Period is indicated, with other information provided for in Clause 74 of the Rules.

Refile shall mean a change in the type of traffic in order to maximize profits due to its routing by another calculated tax.

Billing Period shall mean the period from the first to the last day (inclusive) of the calendar month.

Work shall mean work on the organization and connection of Services ordered by the Customer.

Reducing the list of services shall mean the termination of the provision of services (service) by Datagroup for the period and in the cases stipulated by these Terms, the terms of the Agreement and the current legislation of Ukraine with the provision of technical feasibility of renewal of their(its) provision to the Customer.

Spam shall mean electronic, text, and/or multimedia messages that, without the prior consent (order) of the Customer, are intentionally and/or massively sent to the email address of the Customer or the Customer's Terminal Equipment, excluding DATAGROUP messages on the provision of Services or state authorities messages in the cases provided by law.

Consumer of the Telecommunications Services (Consumer) shall mean a legal entity or an individual that requires, orders, and/or receives telecommunications services for their own needs.

Tariffs and/or Tariff Plan shall mean a set of proposals proposed to the DATAGROUP Customer/Consumer regarding the cost, conditions, and the volume of the provision of certain Services.

Traffic shall mean collection of information signals (speech, audio, facsimile signals, video, data in the binary system, and control signals necessary for the installation or termination of the connection) transmitted by using technical means of operators, telecommunications providers for a certain time interval by a telecommunications network, line, or a communication channel.

Battery Limits shall mean battery limits of the Operator and the Customer in the provision of services that are established in the Order(s) for Services.

Erroneous or false autoresponder shall mean the use of a software device that implements the function of false calling of call duration.

Quality of Service shall mean a set of consumer properties of the service (continuity, availability, etc.) that determines its ability to meet the needs of the Customer and is characterized by the established indicators.

IP Address shall mean a digital identifier defined by the international standards operating on the internet that uniquely identifies a computer, router, or a network on the internet.

DNS (Domain Name System) shall mean the mechanism used on the internet that establishes the correspondence between multiple IP Addresses and text names.

BGP (Border Gateway Protocol) shall mean an edge router protocol used to define and configure routing between stand-alone AS systems.

AS (Autonomous System) shall mean a set of routers that have a single administrative control and interact using a common internal routing protocol.

Other terms and definitions are used in these General Terms and Conditions in accordance with the Law of Ukraine "On Telecommunications" and other applicable legislative and subordinate legal acts of Ukraine.

3. Conclusion of agreements

3.1.1. The services are provided on the basis of the concluded Agreement and the Services ordered by the Customer.

3.1.2. The Agreement is concluded for a period with a clearly specified Agreement validity start and termination dates or before the occurrence of a specific event (receipt by one of the Parties of a written application for the termination of the Agreement and/or refusal to receive Services, etc.).

3.1.3. To conclude the Agreement in writing, the Customer can apply to the places where the Services are sold, providing the necessary personal information and the corresponding package of documents stipulated in Clause 3.2 or Clause 3.3 of these General Terms and Conditions.

3.1.4. Before conclusion of agreements, DATAGROUP shall provide the Customer with information about:

3.1.4.1. name of DATAGROUP, its location, state registration, location of an operator, a provider, the mode of operation of its service and sales points, as well as the procedure for accepting the claim;

3.1.4.2. inclusion of an operator, a provider in the register of operators, telecommunication providers, the inclusion of an operator, a provider in the register of operators, telecommunication providers;

3.1.4.3. number and term of the license in cases established by the Laws of Ukraine "On Telecommunications" and "On the Radio Frequency Resource of Ukraine".

- 3.1.4.4. main characteristics of the Services;
 - 3.1.4.5. cost, including the fee for the Services/Works, and the conditions for their payment;
 - 3.1.4.6. values of the quality indicators of services provided by DATAGROUP are established in accordance with the legislation.
 - 3.1.4.7. list of the Services provided, conditions for their provision and performance of the contract;
 - 3.1.4.8. period of acceptance of proposals;
 - 3.1.4.9. procedure for termination of the agreement, changes in terms of provision, reduction of the list of Services and termination of their provision.
- 3.1.5. The information specified in clause 3.1.4 is also published on the DATAGROUP website www.domtele.com/www.datagroup.ua/www.sputnik.datagroup.ua.

3.2. Conclusion of agreements with legal entities

- 3.2.1. For the conclusion of the Agreement, Legal entities (including individuals: entrepreneurs, budget organizations) shall provide the following documents:
- A document confirming the right of ownership or use of the premises in which the telephone and/or communication lines for the provision of Services are installed or a duly certified copy of such a document
 - The landlord's consent on the laying of telecommunications and the establishment of a telephone/Service connection to the lessee (if necessary)
 - An extract from the register of VAT payers
 - Information about bank details
 - A document confirming the person's authority to conclude such a type of agreement (duly certified copy of the decision of the supreme body of the legal entity on the appointment of a certain person to the post with the right to sign without a power of attorney and/or a copy of the power of attorney)
 - Representative office, branch office, and other separate subdivisions: notes (information)/extracts on entering into the Unified State Register of Enterprises and Organizations of Ukraine/Unified State Register of Legal Entities, Individual Entrepreneurs, and Public Associations as well as a copy of the Regulation on such a separate structural unit where it is necessary to specify the right of the head of such a subject to conclude such an agreement and the power of attorney of the parent enterprise for the right to conclude an agreement
 - Budgetary enterprises, institutions, and organizations in addition to these documents: a certificate of financial authorities on their full funding from the budget
 - A copy of the statute or extract thereof (which should include the title page and the following sections: general provisions, the subject and purpose of the activity, the management body (its competence), termination of activities)
 - Embassies, consulates, and representative offices of international organizations that have diplomatic status, etc. at the conclusion of the Agreement: a certificate of accreditation from the Ministry of Foreign Affairs of Ukraine and a document certifying the authority of the person to conclude such a type of agreement

3.2.2. Legal entities must provide information about the actual address of the location with the purpose of timely receiving invoices for the Services provided, contact phone number (not only fixed), email, and other information for communication purposes. The Customer shall provide the documents provided for at the conclusion of the Agreement in the original with the purpose of verification of their authenticity and copying by the representative of DATAGROUP. In case of impossibility to provide originals—the properly certified copies.

3.2.3. After signing by the authorized representatives, one copy of the Agreement remains in DATAGROUP, the second one is transferred to the Customer.

3.3. Conclusion of agreements with individuals

- 3.3.1. For the conclusion of the contract, individuals shall provide the following documents:
- State passport (for citizens of Ukraine who have reached the age of 18)
 - A national passport or an identity document (for foreign citizens) with a note on the valid registration in the territory of Ukraine, an entry visa, or a mark on crossing the Ukrainian border and other documents related to the certification of legal grounds for stay in the territory of Ukraine (registration card, certificate for permanent or temporary residence)
 - If necessary, a document confirming the availability of benefits (state passport in this case must be with a note on the registration of the place of residence at the address of the connection)
 - A certificate of registration of the taxpayer (registration number of the taxpayer's registration card); for persons who, by their religious beliefs, refused to accept the registration number of the taxpayer's registration card: a passport document with a note of the person's right to make any payments on the series and number of such document

3.3.2. Applications for the installation of an apartment phone from citizens of preferential categories are registered and satisfied in accordance with the current legislation. Benefits are provided in

accordance with applicable law.

3.3.3. A person who concludes an Agreement on behalf of the Consumer must provide the original of the notarized power of attorney for the conclusion of such a type of Agreement, the original of their passport, a copy of the Consumer's passport.

3.3.4. Individuals should provide information on e-mail and other information for communication.

4. Rights and obligations of the parties

4.1. DATAGROUP is entitled to:

4.1.1. Independently determine the list of Services.

4.1.2. Independently establish, formulate, apply, and change tariffs (tariff plans) for Services provided by DATAGROUP, except for Services the tariffs for which are regulated by the state. Change tariffs (tariff plans) for Services independently established by DATAGROUP in the manner specified by the Agreement and these General Terms and Conditions.

4.1.3. Carry out routine maintenance and/or adjustment work on the equipment of the telecommunications network in terms set up by the current legislation.

4.1.4. Change Customer Numbers free of charge and involuntarily for technical reasons in connection with the commissioning of new automatic telephone exchanges and/or the reconstruction, modernization of local telephone networks and the transfer of the terminal line-cable facilities to the coverage area of another automatic telephone exchange, changing the structure of the number resource and the numbering space in accordance with the decision of the Derzhspetszhivost Administration, with prior notification to the Customer not less than one month before the change, and in case of mass change (more than 10,000 numbers), with an additional message to Customers through mass media.

4.1.5. Apply and/or change, depending on the technical capabilities of its own telecommunications network and means of communication, such types of Monthly Fees as a fee with and without hourly accounting of telephone conversations, having previously notified the Customer about it.

4.1.6. Terminate the provision of Services in accordance with Section 9 "Reduction of the list of Services or termination of their provision, restoration of Services, termination of the Agreement and/or the Order" of these General Terms and Conditions.

4.1.7. Terminate the provision of Services and/or block access to the internet resources and/or establish other restrictions on the use of such resources, which are prohibited by law, without notifying the Customer.

4.1.8. Refuse to conclude an Agreement or provide Services in the following cases:

- Lack of technical ability to provide access to DATAGROUP telecommunications network within the locations indicated by the Customer; loss of technical capability to continue providing Services that took place in the territory of the antiterrorist operation or temporarily uncontrolled territory of Ukraine, or due to performing repair work to eliminate the damage to the telecommunications network, the performance of which makes it impossible to provide Services (failure to provide Services due to the inability to access the site of network damage)

- Overdue debt of the Customer to DATAGROUP for services rendered in accordance with the previously concluded Agreement

- Lack of a certificate of compliance of the Customer's terminal equipment with the requirements established by the Rules and these General Terms and Conditions

- Failure to provide the documents necessary to conclude an Agreement provided for in Section 3 "Conclusion of Agreements" of these General Terms and Conditions and other acts of the current legislation

4.1.9. In the case of late payment by the Customer of rendered services within the period specified in Section 5 of these General Terms and Conditions, take one or more of the following measures:

- Charge a fine for the delay in payment for Services in accordance with the current legislation and the terms of the Agreement.

- Establish the maximum volume of Services provided on a basis of postpayment and/or debt.

- Reduce the list of Services or stop providing them, thus warning the Customer about this in the manner determined by the General Terms and Conditions and the Agreement.

- Change the payment procedure for Services, including providing Services on a prepayment basis in the manner determined by the General Terms and Conditions and the Agreement.

- Terminate the provision of Services without notifying the Customer in the case of insufficient funds on the Customer Personal Account at the beginning of the Billing Period, provided that the Customer receives the Services on a prepayment basis.

- Cancel the Customer's debt by offsetting the counterclaims under other Agreements between the Customer and DATAGROUP.

4.1.10. Provide access and/or transfer of their personal data to third parties without any notifications of the Customer to recover the debt for the Services. Establish temporary restrictions provided by the current legislation on the provision of Services in the case of emergency situations, emergency rule and martial law, technical impossibility of continuing to provide Services that took place in the territory of the antiterrorist operation, or temporarily uncontrolled territory of Ukraine, or repairing

the damage to the telecommunications network, the implementation of which makes it impossible to provide Services (nonprovision of Services in the connection with the impossibility of access to the site of damage to the network), a disaster until its effects are eliminated.

4.1.11. Terminate the Agreement prematurely if the Customer fails to fulfill their obligations under the Agreement and these General Terms and Conditions. Termination of the Agreement does not release the Customer from paying the debt and penalties (in accordance with the current legislation of Ukraine).

4.1.12. Install supplementary equipment at the address of the provision of Services for the Customer, which remains the property of DATAGROUP. The installation of the specified equipment is formalized by the relevant acts and/or Supplementary Contracts.

4.1.13. Upon the order of the Customer, provide terminal equipment (in the presence of this equipment) to the Customer in a temporary paid use. The equipment is transferred to the Customer once the Acceptance Certificate is signed, which specifies its full specification, kitting, equipment list, book value, and technical condition, or by concluding a Supplementary Contract on the provision of the equipment for temporary paid use (on a lease basis).

4.1.14. Check the availability of the certificate of conformity of the Terminal Equipment, which is the property of the Customer, designed to provide access to the Services, the requirements of regulatory documents in the telecommunications field.

4.1.15. In the case of impossibility to provide the Services with the parameters ordered by the Customer, provide the Services with the maximum possible parameters using the appropriate tariff (tariff plan).

4.1.16. The guaranteed minimum data transmission and reception rate for the uncommutated internet access channel, which is located in DATAGROUP's area of responsibility, is 56 kbit/s, unless otherwise stipulated by separate annexes or sections of the Agreement. The maximum data transmission and reception rate for the uncommutated internet access channel, which is located in DATAGROUP's area of responsibility, is determined by the conditions of the Tariff (Tariff Plan) ordered by the Customer. DATAGROUP has other rights stipulated by legislative acts and regulatory documents in the telecommunications sphere.

4.1.17. DATAGROUP is not obliged to inform the Customer by sending a separate written letter to the Customer about an increase in the list of Services (adding new TV and radio programs to the Package of TV and Radio programs, changing the TV and radio programs in the package of TV programs, adding new packages of TV and radio programs) and setting up new Tariffs (Tariff Plans). The changes provided for in this Clause 4.1.16 of General Terms and Conditions come into force from the date independently determined by DATAGROUP. For its part, DATAGROUP is entitled to use the facsimile signature (facsimile) of the authorized person when signing Agreements, Annexes, Contracts, and Supplementary Contracts to the Agreement, Orders or when signing all the documents related to the implementation of the Agreement and the primary documents drawn up for its implementation.

4.1.18. The Customer agrees that DATAGROUP is entitled to place the Customer's trademarks/logos on its website as provided by the current legislation.

4.1.19. DATAGROUP has other rights stipulated by legislative acts and regulatory documents in the telecommunications sphere.

4.2. DATAGROUP is obliged to:

4.2.1. Provide Services for the Customer in accordance with regulatory documents in the telecommunications field and in accordance with these General Terms and Conditions, Agreement, Order(s), Annexes, Supplementary Contracts, and Tariffs (tariff plans).

4.2.2. Provide, upon the order of the Customer, connections with any Customer of the public telecommunications network, except those access to which is prohibited and/or limited by the current legislation of Ukraine.

4.2.3. Allocate to the Customer the appropriate authorization parameters (login, password, etc.) and network details, by using which the Services are identified and activated, and the volume of Services provided to the Customer is maintained.

4.2.4. In case of sending (implementation) of a charity telecommunication message:

- to ensure, before the beginning of sending (implementation) of the Customer's notice about the name of such service and the amount of funds that will be transferred from the personal account of the Customer for this charitable activity, as well as free provision of the opportunity for consumers to confirm the consent to the sending of the specified charity telecommunication message or refuse to send it;

- to start sending (implementation) of a charity telecommunication message exclusively after notification to consumers about its consequences (implementation) in accordance with the procedure established by the Rules and obtaining their consent to send a charity telecommunication message;

- to inform the Customer about the amount of money deducted from his personal account immediately after sending a charity telecommunication message.

4.2.5. Provide Services in accordance with the established values of quality indicators as per regulatory documents in the field of telecommunications and the Agreement.

4.2.6. Provide the Customer with free access to public telecommunication networks for calling to

fire protection service (101), police (102), ambulance (103), emergency gas service (104), units of emergency care (with the single telephone number 112). In addition, the Operator is obliged to provide free of charge:

- telephone communication services if they are provided to the Customer for sending (implementation) of their charity telecommunication message;
- services for the transfer of funds as a charitable donation in favor of a non-profit organization, including a charitable organization (other than political parties and credit unions) or a territorial community for the implementation of a charity telecommunication message sent by such Customer;
- services for the public charitable donations collection using a charity telecommunication message in accordance with an agreement concluded between the Telecommunications Operator and a non-profit organization, including a charitable organization (other than political parties and credit unions) or a territorial community. At the same time, for the amount of funds transferred by the Operator to charitable activities collected by the public charitable donations collection using a charity telecommunication notice the advance payment (in the presence of such payment method in the Agreement) of the Customer for telecommunication services is reduced. The corresponding amount of funds is deducted from the Customer's personal account.

4.2.7. In the event of termination of the Agreement, to repay the positive balance of funds available on the Customer's personal account at the date of termination of the Agreement in accordance with the requirements of the current legislation of Ukraine and in accordance with the internal procedures of the Operator.

4.2.8. Provide the Customer with information on the conditions for the provision of a charity telecommunication message, determined on the basis of the relevant agreement, indicating the telephone number allocated to fund raising for charitable purposes.

4.2.9. Provide the Customer with information on tariffs (tariff plans), these General Terms and Conditions, amendments and additions to them in the order provided by the current legislation. Inform the Customer about the use of the contributed funds, provide other information related to the Services provided.

4.2.10. Warn the Customer about the reduction of the list of Services or termination of the provision of Services, disconnection of its Terminal Equipment in cases and in accordance with the procedure provided for by the current legislation of Ukraine, the Agreement, and these General Terms and Conditions.

4.2.11. Terminate the provision of Services based on the application of the Customer.

4.2.12. Establish or change the list of Services upon the written application of the Customer in accordance with the technical capabilities of DATAGROUP.

4.2.13. Inform the Customer through the mass media and/or through the information and reference services, on DATAGROUP official websites (www.domtele.com/www.datagroup.ua/www.sputnik.datagroup.ua), at the points of sale of telecommunications services and services consumers of DATAGROUP, in a different way that does not contradict the current legislation about:

4.2.13.1. The execution of capital, preventive, or other work (no later than 10 working days before the commencement of its implementation), which shall lead to reduction in the list of Services or termination of provision thereof, as well as tentative terms for resuming the provision of Services in accordance with the current legislation of Ukraine

4.2.13.2. Reduction the list or reduction of the service quality indicators to unacceptable values due to damage to telecommunications networks (immediately after the onset of damage), including in the event of a natural disaster, emergency situation, emergency rule or martial law, technical impossibility of continuing to provide Services that took place in the territory of the antiterrorist operation, or temporarily uncontrolled territory of Ukraine, or repairing the damage to the telecommunications network, the implementation of which makes it impossible to provide Services (nonprovision of Services in the connection with the impossibility of access to the site of damage to the network), and the timing of its elimination, if there is reason to believe that network damage will not be eliminated within one day.

4.2.14. Disclose information on the introduction of new Services, tariffs (tariff plans) for Services established by it independently no later than seven calendar days before they are introduced in one of the following ways: through the mass media and/or at points of sale of telecommunications Services and DATAGROUP Customer Service, on DATAGROUP official websites (www.domtele.com, www.datagroup.ua, www.sputnik.datagroup.ua), through information and reference services, or in any other way that does not contradict the current legislation.

4.2.15. Disclose, not later than seven calendar days, in the mass media, and/or on DATAGROUP official websites (www.domtele.com, www.datagroup.ua, www.sputnik.datagroup.ua), changed tariffs (tariff plans), the General Terms and Conditions, which is the official notification of the Customer about such changes, and/or in any other way that does not contradict the current legislation. Upon changing Marginal Tariffs for public telecommunication services approved by the National Commission for the State Regulation of Communications and Informatization ("NCCIR"), DATAGROUP applies these tariffs from the date of their introduction.

4.2.16. If DATAGROUP does not receive a written notice from the Customer about the disagreement with the new tariffs (tariff plans) or the new cost of services (except for services tariffs for which are regulated by the state) within seven calendar days from the date of notification of the Customer in the order specified in Clause 4.2.11 of these General Terms and Conditions, the new tariffs (tariff plans) for the Services provided to the Customer are deemed to be agreed with the Customer and begin to operate from the date indicated in the message on the change of tariffs (tariff plans).

4.2.17. If DATAGROUP receives a written notice from the Customer about disagreement with the new tariffs (tariff plans) within the time specified in Clause 4.2.13 of these General Terms and Conditions, DATAGROUP may suspend the provision of the Services from the date indicated in the message on the change of tariffs (tariff plans) for the Services.

4.2.18. Accept and keep records of applications of Customers for the provision of Services and satisfy such applications (if technically possible) in the manner prescribed by law.

4.2.19. Accept and keep records of applications/calls sent from certain phone numbers by the Customers about damage to the telecommunications network and eliminate these damages within one day from the moment the Customer submits an application for damage to the telecommunications network that made the Customer's access to the Service impossible or reduced the quality of telecommunication Service to unacceptable values.

4.2.20. Ensure the safety of information about the Customer obtained during the conclusion of the Agreement as well as about the provision of Services, including the fact of their receipt, the volume, content, information transfer routes, etc. (except for information entered with the consent of the Customer to the databases of the information service, printed telephone directories, electronic versions of telephone directories, including those placed on the internet).

4.2.21. Provide access to its own information and inquiry service.

4.2.22. Provide the Customer with the necessary consultations on the proper use of the Services ordered.

4.2.23. Upon a call from the Customer, send specialists to connect and/or eliminate damage to the Terminal Equipment, customer loop, wiring, perform other work required to provide Services.

4.2.24. Keep records of the volume and cost of Services provided for each type separately, ensure its reliability and store records of the Services provided within the statute of limitations period determined by law.

4.2.25. Inform the Customer about changes in direction codes.

4.2.26. At the request of the Customer, provide information about the list of certified equipment that can be connected to the telecommunications network for receiving DATAGROUP Services.

4.2.27. In the event of termination of the provision of Services, warn the Customer in the manner and within the time limits provided by the Law of Ukraine "On Telecommunications" and other acts of legislation.

4.2.28. In accordance with the law, take measures to ensure the secrecy of telephone conversations or other information transmitted by telecommunications networks, the confidentiality of information about the Customer and the Services received or ordered by them.

4.2.29. Ensure the correct application of tariffs (tariff plans), which DATAGROUP establishes independently, and inform the Customer about their changes in a timely manner.

4.2.30. Upon the order of the Customer, provide one permanent IP address from its provider's block on a paid basis and other additional internet Services if it is stipulated by the terms of the Service provision.

4.2.31. Do not connect the Terminal Equipment of the Customer to the telecommunications network in the absence of documents confirming compliance with the requirements of regulatory documents in the telecommunications field.

4.2.32. Notify the Customer of the debt for the Services rendered using any means (electronic, written, SMS, etc.).

4.2.33. Conduct a verification of the compliance of the Customer's Terminal Equipment with the requirements of regulatory documents in the field of telecommunications, seal the diode devices (sockets).

4.2.34. In the order established by the legislation, disconnect the Customer's Terminal Equipment if there is no document issued in accordance with the legislation to confirm its compliance with the requirements of regulatory documents in the telecommunications field, unless upon the delivery of the warning the Customer replaces it within one month; on the basis of a court decision, if this equipment is used by the Customer to commit unlawful acts or acts that threaten national security; in other cases established by law and General Terms and Conditions.

4.2.35. No later than 24 hours after the receipt of the application for the termination of violation of copyright and/or related rights, DATAGROUP is obliged to send its copy to the Customer for consideration and elimination of the violation.

4.2.36. Unless the Customer commits acts that make it impossible to access the information that violates copyrights and/or related rights within 24 hours from the date of sending to the Customer a copy of the application for the termination of violation of copyright and/or related rights, DATAGROUP

independently precludes access to the information indicated in the application for the termination of violation of electronic (digital) information through reduction the list of Services. On the measures taken, DATAGROUP shall notify the applicant and the Customer within 48 hours from the date of receipt of the statement on the termination of violation by DATAGROUP.

4.2.37. DATAGROUP restores access to information (restores the provision of Services) on the 10th business day from the date of sending the applicant a copy of the notice provided for by the Law of Ukraine "On Copyright and Related Rights," unless during this time the applicant provides the company with documents confirming the opening of a judicial production on the protection of their rights to the object(s) of copyright and/or related rights, against which an application was sent to stop the violation.

4.2.38. Fulfill other duties stipulated by legislative acts and regulatory documents in the field of telecommunications.

4.3. Customer is entitled to:

4.3.1. Select and order the types and quantity of Services offered by DATAGROUP, receive them in accordance with the terms of the concluded Agreement, these General Terms and Conditions, tariffs (tariff plans), and the requirements of the current legislation of Ukraine, with due regard to the technical features of the Customer's Terminal Equipment, provided that such equipment meets technical parameters of DATAGROUP telecommunication network.

4.3.2. Timely receipt of ordered Services of the established quality.

4.3.3. Obtain information from DATAGROUP about the content, scope, quality, cost, and procedure for providing Services, information about the Services provided, or any other information regarding the relationship between DATAGROUP and the Customer in terms of the provision of Services.

4.3.4. Restrict their access to certain types of Services, change Service packages or the selected tariff (tariff plan), reduce the list of Services, change the CLI category of the phone number, at their own will, in the cases and in the order provided for by the concluded Agreement, on the basis of a written application submitted in person and at availability of DATAGROUP technical capabilities.

4.3.5. Save the Customer's number for the term specified in the written application for the reduction the list of the Services, subject to the payment by the Customer of fee for the period of reduction the list of the Services (not related to the right of the Operator to change the Customer's number in accordance with clause 4.1.4 of these General Conditions).

4.3.6. If there is no debt for the Services provided by DATAGROUP, receive the unused portion of the funds (advance payment) from DATAGROUP in the event of refusal to continue receiving prepaid Services in the cases and in the manner determined by the Agreement, these General Terms and Conditions and in accordance with the requirements of the current legislation of Ukraine.

4.3.7. Obtain an unused portion of funds in case of refusal of prepaid services in cases and in the manner prescribed by the Rules, as well as by the agreement on the implementation of a charity telecommunication notice (in case of such an agreement).

4.3.8. Refuse to receive Services and terminate the Agreement in accordance with the procedure established by the Agreement and these General Terms and Conditions, in accordance with the requirements of the current legislation of Ukraine.

4.3.9. Free receipt from DATAGROUP of the:

- Invoices for provided telecommunication services
- Decryption of the amount charged for payment for Services provided (based on the written application of the Customer submitted in person and taking into account the technical capability of the telecommunications network equipment) only for the Billing Period challenged by the Customer, indicating the number of the customer who was called by the Customer, the type of the Service, time of the beginning and the end of each communication session, the volume of Services rendered, the amount of funds to be paid for each communication session

4.3.10. Familiarize with the documents posted at the points of sale of telecommunications Services and DATAGROUP customer service, on DATAGROUP official websites (www.domtele.com, www.datagroup.ua, www.sputnik.datagroup.ua) as well as with documents confirming the authority of DATAGROUP representative who signs the Agreement.

4.3.11. Get access to content services provided in accordance with applicable law.

4.3.12. Gratuitous withdrawal of personal information from electronic databases of the DATAGROUP information services and telephone directories on the written application of the Customer submitted personally (for individuals).

4.3.13. Refuse to pay Monthly Fee for the entire time of damage to telecommunications networks and technical means, which led to reduction the list of Services in the event of DATAGROUP violation of the deadline for the elimination of damage that hasn't been caused by the Customer fault, from the date of registration of an application/call of the Customer by telephone numbers of the corresponding services of DATAGROUP.

4.3.14. Recover damages caused by failure to fulfill or improperly performing DATAGROUP duties, as provided for by the Agreement or current legislation.

4.3.15. Renewal of the Agreement (for fixed communication for individuals):

4.3.15.1. Upon a written application of the Customer to a member of the family or co-owner or the owner of the apartment

4.3.15.2. Upon a written application of a family member or co-owner or owner or possible successor of an apartment in the event of the Customer's death

4.3.16. Appeal against unlawful actions of DATAGROUP according to the legislation.

4.3.17. Independently change the parameters and tariffs (tariff plans) of Services, receive information on the volume of Services provided, if stipulated by the terms of the Service provision or by contacting DATAGROUP Department and/or by calling DATAGROUP Information and Contact Center. A new tariff (tariff plan) can be chosen at the end of the minimum term of the current tariff (tariff plan). On the official DATAGROUP websites (www.domtele.com, www.datagroup.ua, www.sputnik.datagroup.ua), the self-service system automatically updates the list of tariff plans available to the Customers depending on the parameters of the customer loop.

4.3.18. In case of complaints/questions regarding the provision of the Services, the Customer can contact DATAGROUP at the telephone number of the Contact Center DATAGROUP 0800 210 000 and/or in writing at: 03005, Kyiv, 31/33 Smolenskaya Str. Information about contacts DATAGROUP is also posted on the website of the operator www.domtele.com/www.datagroup.ua/www.sputnik.datagroup.ua.

4.3.19. The Customer has the right to apply to the National Commission, which carries out state regulation in the field of communication and information on the contact data specified on the website of the Commission: www.nkrzi.gov.ua.

4.3.20. Customers have other rights stipulated by legislative acts and regulatory documents in the telecommunications sphere.

4.4. The Customer is obliged to:

4.4.1. Familiarize themselves with the Agreement, these General Terms and Conditions, adhere to and comply with their requirements as well as the requirements of the Law of Ukraine "On Telecommunications," the Rules, regulatory documents in the field of telecommunications and other legislative acts.

4.4.2. Independently familiarize themselves with the changes in the General Terms and Conditions, Agreement, and tariffs (tariff plans) by periodic self-familiarization with these changes. The Customer assumes all responsibility for the consequences of late familiarization with the changes.

4.4.3. When concluding or resigning the Service Agreement, provide the documents specified in section 3 "Conclusion of Agreements" of these General Terms and Conditions.

4.4.4. In due time and in full, pay for the Services received in accordance with the procedure for settlements established by the Agreement, these General Terms and Conditions, tariffs (tariff plans), and the Rules.

4.4.5. Report to DATAGROUP by personally submitting a written application (for individuals) or sending a letter by mail (for legal entities) within seven days of their disagreement with the amendments and/or additions to these General Terms and Conditions from the date of their publication. Such disagreement is the refusal of the Customer unilaterally from continuing to receive the Services on the initiative of the Customer, and the Customer is required to terminate the Agreement before the date (not inclusive) the relevant amendments and additions enter into force. If the Customer has not terminated the Agreement and continued to use the Services, respectively, by their actions, the Customer expresses their consent to the changes and/or additions to these General Terms and Conditions.

4.4.6. Notify DATAGROUP in writing within seven calendar days from the date of any changes in their mandatory details (under the Agreement) with the provision of new data, report of the loss or theft of the Terminal Equipment as well as any other information related to the receipt of Services.

4.4.7. When using the counters for calculating the duration of Services, which have the Document of Compliance, independently and periodically conduct metrological verification of meters as a means of measuring equipment in the manner prescribed by applicable law.

4.4.8. Promptly inform and provide DATAGROUP with documents proving the appearance or termination of the right to benefits or state support. Privileges are granted in accordance with the procedure established by law.

4.4.9. Do not allow actions that may impede the safe operation of DATAGROUP telecommunications network, support of the integrity and interaction of telecommunications networks, protection of their information security, electromagnetic compatibility of radio electronic means, complicate or preclude the provision of Services to other Consumers.

4.4.10. Use Terminal Equipment that has a document confirming compliance with the requirements of regulatory documents in the field of telecommunications. Do not allow the use of Terminal Equipment to commit unlawful acts or actions that threaten the interests of national security, defense, and law enforcement. If the Customer has transferred their Terminal Equipment without the consent of DATAGROUP to the use of third parties, the Customer remains responsible for paying for the Services.

4.4.11. Do not perform any actions (programming, upgrading, connection to the network of any equipment or use of other technologies) that together or separately may in some way affect the process

or results of tariffing Services or the normal operation of telecommunications networks or lead to any other negative consequences for both DATAGROUP and other Consumers.

4.4.12. Do not use the technical capabilities of the DATAGROUP telecommunications network to access the Services to channel traffic from other telecommunications networks, including data transfer networks, to the DATAGROUP telecommunications network.

4.4.13. Do not use any devices to route incoming and/or outgoing calls, including for providing Services to third parties.

4.4.14. Report, including in writing, at the request of DATAGROUP, about the type of terminal equipment used to obtain the Services.

4.4.15. Do not make malicious calls, do not order, do not offer mailings, and do not send or distribute spam.

4.4.16. Keep documents related to payment for Services received within three years from the date of each individual payment.

4.4.17. In the event of termination of the provision of Services or the occurrence of interruptions in the provision of at least one Service, immediately notify DATAGROUP of this by the numbers given in the relevant Annexes/Contracts to the Agreement and/or in the accounts for telecommunication services and/or on DATAGROUP website.

4.4.18. Do not transfer your rights and obligations under the Agreement to third parties without the written consent of DATAGROUP.

4.4.19. Do not use the Services for purposes prohibited by the current legislation of Ukraine.

4.4.20. Prevent the commercial use of end-use equipment and subscriber lines for the provision of services to third parties.

4.4.21. Do not carry out unsanctioned interference with the operation and/or use of telecommunication networks, malicious calls, do not order, do not offer distribution and do not distribute spam.

4.4.22. Provide access to technical specialists with installed Terminal and/or Supplementary Equipment for the implementation of its preventive maintenance, repair, and replacement in case of failure.

4.4.23. If the provision of Services provides for the provision of the Terminal Equipment to the Customer for use, the Customer is obliged to accept such Terminal Equipment from DATAGROUP under the Acceptance Certificate, ensure the technical conditions of its operation, and bear responsibility for its loss or damage (including by third parties). Financial terms for the Customer's use of the Terminal Equipment shall be indicated in the relevant Annexes/Contracts to the Service Agreement that the Customer will receive using such Terminal Equipment.

4.4.24. Be responsible for the final equipment installed at the Customer, for the organization and maintenance of cable facilities within their own network (for legal entities) and cable line infrastructure constructed according to the technical specifications of DATAGROUP, transferred to the Customer but not transferred to its balance or maintenance (for individuals and legal entities). Keep the Drop Distribution and Terminal Equipment within the house and/or the premises in good condition.

4.4.25. Within seven calendar days upon the termination of the use of the Services for the provision of which the leased Terminal Equipment and/or Supplementary Equipment was used (unless otherwise stipulated by the Agreement/Supplementary Contract/Annex/Contract), the Customer is obliged to return or pay for it the book value indicated in the relevant Equipment Acceptance Certificate.

4.4.26. Ensure that the passwords and logins of access to the Services are not disclosed.

4.4.27. Having ordered the Services or changing their parameters independently through the Self-Service System, the Customer is responsible for paying the Services in full in accordance with the actual tariff (tariff plan).

4.4.28. Do not connect other types of Terminal Equipment (fax, modem, etc.) to the dual circuit phone without the written consent of another user of the dual circuit phone, except for the use of equipment without inconvenience in using the telephone for such a user.

4.4.29. At the request of DATAGROUP, confirm the ownership of the telephone number to the person with whom the Agreement has been concluded by the Customer submitting a package of documents specified in the General Terms and Conditions for concluding an appropriate Agreement.

4.4.30. In the event of termination of the Agreement, terminate the use of the IP address allocated by DATAGROUP (subject to its receipt).

4.4.31. Buy at their own expense licensed software and certified Terminal Equipment required for receiving Services or take such Terminal Equipment for temporary paid use from DATAGROUP.

4.4.32. In the case of temporary paid use of DATAGROUP equipment, unless otherwise specified by the relevant Supplementary Contacts on the provision of equipment for temporary paid use:

- Store and operate the transferred equipment accordingly (as per the operating instructions)

- Return the equipment in proper and serviceable condition within seven calendar days after the termination of the Contract, Annex, and/or the Agreement to DATAGROUP structural division, which transferred the equipment to temporary paid use under the equipment Acceptance Certificate or compensate its book value, taking into account VAT.

4.4.33. Monitor and be responsible for the operation of the Terminal Equipment, since it has the technical ability to independently establish a connection without the Customer's knowledge and in such a case the Customer pays for these Services received.

4.4.34. Do not use the Services for the dissemination of information that violates copyrights and/or related rights. Take all the necessary measures for the security of information transmitted via the internet. The Customer is obliged to ensure the security of information, copyright and/or related rights transmitted over the internet.

4.4.35. Upon receipt from the subject of copyright and/or related rights and/or DATAGROUP of an application for termination of a copyright infringement and/or related rights (its copy), the Customer shall promptly exclude, not later than 24 hours from the date of its receipt, access to electronic digital information violating copyrights and/or related rights with respect to which an application was filed and provide the applicant and DATAGROUP with information on the measures taken in accordance with the requirements of the Law of Ukraine "On Copyright and Related Rights."

4.4.36. The Customer is obliged to post in a free access on their websites and/or in public databases of records about domain names (WHOIS) such reliable information about themselves:

- a) Full name or name of the site owner and DATAGROUP (hosting provider)
- b) The full address of the place of residence or the location of the site owner and DATAGROUP (hosting provider)
- c) Contact information of the site owner and DATAGROUP (hosting provider), including the email address, telephone number, by using which it is possible to contact them promptly

4.4.37. When ordering the Services, the Customer is obliged to indicate reliable and correct information about themselves, including their contact details, and in case of their change, promptly inform DATAGROUP about it in the manner prescribed by law.

4.4.38. Ensure the compliance with the requirements of the current legislation of Ukraine, including in the field of copyright and related rights.

4.4.39. The Customer is obliged not to use the internet resources, access to which is blocked, and which are prohibited by the legislation of Ukraine. The Customer independently bears full responsibility for using prohibited internet resources.

4.4.40. The Customers fulfill other duties defined by the current legislative acts and regulatory documents in the field of telecommunications.

5. Work. Equipment

5.1. If Work is required to provide the Services specified in the Application, DATAGROUP carries out the Work, whose composition and volume are determined in the Service Application, depending on the type of Services ordered by the Customer.

5.2. The Customer undertakes to accept the Work and pay for its costs in accordance with the procedure specified in the Terms and Conditions.

5.3. If DATAGROUP installs DATAGROUP Equipment to the Customer for the provision of services, DATAGROUP transfers the Equipment to the Customer, and the Customer accepts the Equipment under the Acceptance Certificate under the conditions and in the manner provided for in these General Terms and Conditions.

5.4. In the case of transfer of the Equipment by DATAGROUP to the Customer for the provision and receipt of Services by the Order, the Customer undertakes to:

5.4.1. Ensure the integrity and safety of the Equipment and ensure the availability of uninterrupted power supply for the Equipment and do not transfer the equipment to third parties.

5.4.2. Do not use the Equipment, which is part of the DATAGROUP telecommunications network, for purposes other than receiving Services.

5.4.3. Within one business day, inform DATAGROUP of cases of stealing, loss, damage to the Equipment and/or occurrence of other circumstances that have led to a deterioration in the technical characteristics of the Equipment.

5.5. If the Customer uses their own telecommunication equipment to ensure the receipt of Services, the Customer shall agree upon in writing with DATAGROUP the nomenclature, assortment, completeness, condition, and the quantity of such telecommunication equipment.

5.6. The Customer undertakes not to allow the use of the Equipment transferred by DATAGROUP, their own equipment and devices providing Services to commit unlawful acts as well as for the purpose contrary to the security interests of the state, violates public order, encroaches on the honor and dignity of citizens, deliberately creating inconvenience to others customers, or in a way that may complicate the use of DATAGROUP Services by other customers. The Customer undertakes not to allow actions that may endanger the safety of the operation of telecommunications networks, support of their integrity and interaction, protection of the information security of networks, not to upgrade and/or program their own equipment that may in some way affect the tariffication of telecommunications services in the DATAGROUP telecommunications network or normal functioning of the network equipment of DATAGROUP, not to change the order of routing of incoming and outgoing traffic.

6. The order of Work performance and the acceptance and transfer of the Equipment

6.1. DATAGROUP shall perform the Work within the time period established in such Order, from the moment the Customer has paid the cost of the said Work. The result of the completed Work is transferred to the Customer by DATAGROUP, about which the Parties compose and sign the Acceptance Certificate.

6.2. Acceptance and transfer of the result of the completed Work on the organization and connection of the Communication Channel are carried out by testing the communication channel within 12 hours. If positive test results are received, it is considered that the said Work has been completed, about which the Parties shall formulate the Acceptance Certificate. If during the testing process the deviations in the operation of the Communication Channel are detected from the technical parameters established in the Service Quality Level Agreement and/or the corresponding Order for Services, the Parties shall draw up and sign an act indicating the necessary modifications and the terms for their implementation. After completion of the improvements specified in the act, the retesting and acceptance and transfer of the completed Work are carried out in accordance with this clause.

6.3. Upon DATAGROUP fulfilment of Work, the Customer signs and returns within three business days the Acceptance Certificate to DATAGROUP, which has been transferred to the Customer by DATAGROUP, and, in case of disagreement, sends to DATAGROUP the motivated refusal of acceptance of the Work and the signing of the Acceptance Certificate signed by the Customer. If DATAGROUP receives no Certificate signed by the Customer or the signed reasoned refusal to accept the Work and sign the Certificate within five business days from the moment of sending the Certificate to the Customer, the Work performed by DATAGROUP is considered to comply with the requirements of the corresponding Order, the Agreement, and the current legislation of Ukraine and accepted by the Customer in full, as evidenced by the Acceptance Certificate signed by DATAGROUP unilaterally.

6.4. In case DATAGROUP transfers the Equipment to the Customer, DATAGROUP shall familiarize the Customer with the rules of technical operation of the Equipment.

6.5. Nomenclature, assortment, completeness, condition, quantity, and cost of the Equipment are set in the Acceptance Certificate, which is signed by both Parties.

6.6. In case of transfer of the Equipment to the Customer, DATAGROUP shall have the right to check the technical condition and completeness of the equipment transferred to the Customer.

6.7. The Customer undertakes to return the Equipment to DATAGROUP in operating condition in three days' period under the Acceptance Certificate in the event of termination of the Order or the Agreement and in the event DATAGROUP terminates/reduces the list of Services by the Order, if there is a written request from DATAGROUP for the return of the relevant Equipment. The return of the Equipment is carried out through dismantling by DATAGROUP, while the Customer is obliged not to prevent the representatives of DATAGROUP from dismantling the Equipment.

7. Procedure for the provision of Services

7.1. The services are provided to the Customer in the manner and under the conditions specified in the Order for Services, these General Terms and Conditions, and in the Service Quality Level Agreement.

7.2. The Services by the Order begin to be provided to the Customer:

7.2.1. If the Order provides for the performance of Work: within one working day from the moment of the signing of the Acceptance Certificate, if the other date of the beginning of the provision of Services is not specified in the Certificate itself, but not earlier than the date of commissioning of the building(s) in which the Connection Address (terminal points of the Communication Channel) is situated

7.2.2. If the Order does not provide for the performance of the Work: from the date specified in the Order, but not earlier than the date of commissioning of the building(s) in which the Connection Address (terminal points of the Communication Channel) is situated

7.3. DATAGROUP monthly sends to the Customer the unilaterally signed Acceptance Certificates for Services rendered under the Agreement before the 15th day of the month following the reporting month.

7.4. The Customer signs and sends the Acceptance Certificate or a reasoned refusal to accept the Services and sign the Certificate to DATAGROUP monthly within three business days from the moment of receipt of the Acceptance Certificate. If DATAGROUP does not receive a signed Certificate or a reasoned refusal to accept Services and sign the Certificate within five working days from the moment of the sending of the Certificate to the Customer, it is considered that the Services are provided properly by the Operator in the reporting period (in accordance with the terms of the Orders, Agreement, and requirements current legislation of Ukraine), which is confirmed by the Acceptance Certificate signed by DATAGROUP unilaterally.

7.5. At the request of the Customer, the Operator provides the Customer with information about the Services as well as other information provided for by the current legislation of Ukraine by phone, by mail, in DATAGROUP sales departments, using electronic communications.

7.6. If the Customer intends to change the address of the connection (terminal points of the Communication Channel) or reduce the list of Services (to reduce the volume of Services), the Customer is obliged to notify DATAGROUP in writing about this intention not later than 30 calendar days before the expected date of change of the Connection Address (terminal points of the Communication Channel).

7.7. When the Customer receives the Services for Access to the internet, the Customer is not entitled to:

7.7.1. Use the network identifiers of other persons, falsify network identifiers, use nonexistent network identifiers.

7.7.2. Order and offer spam mailing, send out spam.

7.7.3. Perform and facilitate the commission of any actions that interfere with the work of other customers of telecommunications services or the normal operation of DATAGROUP equipment.

7.7.4. Participate in any actions that may be the cause of termination and/or disruption of functioning of any element of the internet.

7.7.5. Violate the usage rules established by the owner of a separate internet element.

7.8. The Customer undertakes to provide unimpeded access for DATAGROUP's personnel and contractors to the Customer's premises for the performance of the DATAGROUP Work, elimination of the Emergency Unavailability of Services, performance of other duties, and verification of the Customer's compliance with its obligations under the Agreement.

7.9. The Customer is entitled to change the volume of Services provided. The Customer is not entitled to increase the volume of Services if it has debts to DATAGROUP.

8. Payment procedure for Services provided

8.1. Settlements with the Customer are conducted using a Personal Account (according to the Terms and Conditions of the Agreement). Payment for Services is made in the national currency of Ukraine in cash or by cashless form.

8.2. DATAGROUP issues an invoice/invoices for the payment of Services provided under the Agreement, which, inter alia, specify the fee for the Customer Equipment provided for temporary paid use (in the case of the order by the Customer) and information on the amount of funds transferred by the Operator from the Customer's personal account for the purpose of charitable activities, as well as the amount due for the received content services, which is specified separately from the amount due for payment for other Services.

8.3. At the choice of the Customer (physical person), an invoice can be provided by sending it to the email address of the Customer (physical person) by receiving it on the official DATAGROUP website or by other means specified in the Agreement. The method and conditions for the provision of an invoice can be changed by the Customer (physical person) calling to the Call-Center or filing a written application. By signing an Agreement in which the email address of the Customer (physical person) is indicated, the Customer (physical person) agrees to receive invoices by sending invoices to the email address specified in such Agreement or receives an invoice in the personal account.

8.4. In the case of providing services on terms of advance payment, after making settlements at the end of the billing period, the balance of the advance is transferred to the next billing period.

In the case of settlements for received Services on the terms of advance payment, the invoice for telecommunication services is paid by the Customer no later than the 20th day of the month preceding the month of provision of Services, unless otherwise provided by the Agreement.

In the case of settlements for received Services on the terms of subsequent payment, the invoice for telecommunication services is paid by the Customer no later than the 20th day of the month following the settlement period, unless otherwise provided by the Agreement.

8.5. For each billing period, DATAGROUP sends on a gratis basis to the Customer an invoice (in paper form and/or electronically to the Customer's postal and/or email address and/or posts information about the invoice status (presence/absence of funds on the Customer's personal account) in the personal account of the Customer) for payment of services, unless otherwise provided by the Agreement.

8.6. DATAGROUP as a Seller/Supplier/Service Provider/Contractor/Operator/Lessor is obliged to provide to the Customer as a Buyer/Acquirer/Tenant a properly executed acceptance certificate of performed work/services that must have mandatory details stipulated by law and timely register a tax invoice taking into account the requirements of Clause 11 of Subsection 2 of Sections XX of the Tax Code of Ukraine and the norms of Art. 201 of the Tax Code of Ukraine.

If DATAGROUP violates the rules to fill out the tax invoice, the other Party is entitled to inform DATAGROUP about the nature of the violation, and DATAGROUP is required to write the calculation of the adjustment to the tax invoice in accordance with Clause 92.1 of the Tax Code of Ukraine. If the Parties agree on adjustments to the volume or cost of services provided on the basis of the Adjustment Act signed by the Parties, DATAGROUP, within the time frames provided for in Art. 201.10 of the Tax Code of Ukraine, draws the calculation of the adjustment to the tax invoice and:

1) registers it in the Unified Register of Tax Invoices, if the adjustment has resulted in an increase in the amount of tax liabilities,

2) sends it to the other Party, if the adjustment resulted in a reduction in tax liabilities. In this case, the other Party is obliged to register the calculation of the adjustment in the Unified Register of Tax Invoices.

The adjustment act is recognized by the Parties on the date of registration of the calculation of the adjustment in the Unified Register of Tax Invoices by the relevant Party and from that date is the basis for adjusting the settlements under the Agreement.

If one of the Parties fails to register the tax invoice/calculation of the adjustment in the Unified Register of Tax Invoices within the term specified in Art. 201.10 of the Tax Code of Ukraine, the other Party is entitled to recover from the guilty Party a penalty in the amount of 20% of the cost of services/work rendered/performed by the guilty Party, excluding value-added tax on such a tax invoice.

8.7. If the invoice is not received before the 10th day of the month following the billing period, or the settlements are made without an invoice, the Customer can apply to DATAGROUP for receiving information on the amount to be paid and, if necessary, receive an invoice (in paper or electronic form) or independently pay for telecommunication Services in the corresponding section on the official website of DATAGROUP (www.domtele.com) (for individuals only). Failure to receive an invoice does not release the Customer from the obligation to pay for Services.

8.8. In the case of exceeding the price of the Agreement (for budgetary organizations), the Customer pays the entire amount of actually received Services. The Customer pays for the Services on the basis of outstanding invoices, acceptance certificate (services rendered).

8.9. In the case where the process of providing and receiving the Service covers the period of time during which different tariffs (tariff plans) are applied, the cost of the Service is determined by the tariff (tariff plan) that was effective at the beginning of the Service, except for a monthly fee charged at a new cost from the date of the commencement of new tariffs (tariff plans).

8.10. The amount of payment received from the Customer shall be credited by DATAGROUP in the following sequence (unless otherwise stipulated by the Agreement):

8.10.1. For the Customers that are budgetary enterprises, institutions, organizations fully funded from the budget:

- Debts of the previous periods
- Current accruals: in the order of the beginning of the provision of the Service
- Fine (if any)
- Penalty for previous periods (if any)
- Advance payment for the next period

8.10.2. For other Customers (except for the budget enterprises, institutions, organizations fully funded from budget funds):

- Fine (if any)
- Penalty for previous periods (if any)
- Debts of the previous periods
- Current accruals: in the order of the beginning of the provision of the Service
- Advance payment for the next period

8.11 The Customer, when paying for the Services provided by DATAGROUP, shall indicate the contract number and personal account in the "Purpose of Payment" section of the settlement document.

8.12 In the case of termination of the Agreement or its early termination, the Service fee is calculated taking into account the actual period of provision of the Services. Actual receipt by the Customer of a particular service means that such a Service was ordered by the Customer. In the case of receiving Services after the termination of the Agreement, their cost is determined by tariffs (tariff plans) that operated during the period of actual consumption of Services.

8.13. The Customer pays for the cost of Services, including taxes, fees, and other mandatory payments, in the manner and amount determined by the current legislation of Ukraine.

8.14. If the Customer has received the Services for an incomplete billing period, the monthly fee is charged for the actual time of receipt of the Service by the Customer, except for the case of the termination of the provision of the Service by DATAGROUP in the presence of arrears in the payment for Services.

8.15. The number and cost of Services provided to the Customer during the billing period are determined in accordance with the indicators of the billing system for Services belonging to DATAGROUP and the tariff (tariff plan) per Service.

8.16. Long-distance and international telephone communication services are provided on loan for an additional fee of 2% of the amount of the Service provided, if it is provided for by tariffs (tariff plans) that are valid at the moment of providing the Service. If the Customer made an advance payment during the billing period, an additional fee is charged for an amount exceeding the advance payment.

8.17. DATAGROUP carries out the final settlement with the Customer within one month from the receipt of the personally submitted written application for the refusal of the Services.

8.18. The fee for connection to the DATAGROUP telecommunication network can be included in the monthly invoice for the telecommunications Services provided, unless otherwise provided for by the terms and conditions of the provision of the Service provided under the Agreement.

8.19. DATAGROUP conducts settlements for the Services under the Agreement from the date of their commencement and/or from the effective date of the active tariff (tariff plan) chosen by the Customer when ordering Services.

8.20. The fee for establishing the telephone and other Terminal Equipment is paid by the Customer simultaneously with the conclusion of the Agreement or is issued in the first invoice for the

telecommunications Services provided, unless otherwise provided by the terms of the Agreement and/or the Annex(es)/Contract(s)/Order to the Agreement and/or Supplementary Contract(s) to the Agreement.

8.21. The invoice provided by DATAGROUP may simultaneously be an acceptance certificate (for legal entities).

8.22. The time of nonreceipt of Services by the Customer due to equipment failure or problems with software on the Customer's side or its own telecommunications network interconnected with the internet port of the DATAGROUP telecommunications network cannot be considered as idle time and shall be paid in full by the Customer.

8.23. The Operator has the right to unilaterally recalculate the cost of Services not related to publicly available telecommunications services established in UAH for each Order in the case of change at the time of invoicing for the Services of the official exchange rate of the hryvnia against the US dollar compared to the official hryvnia exchange rate for the US dollar as of the date of the signing of the Order by the Parties. Recalculation is carried out using the official exchange rate of the hryvnia against the US dollar established by the National Bank of Ukraine. The specified Service costs recalculation is carried out according to the following formula:

$C_0 = C_H \cdot (K_2/K_1)$, UAH without VAT, where:

C_0 is the amount to pay, UAH,

C_H is the cost of Services in UAH by order,

K_2 is the rate of the hryvnia against the US dollar at the rate of the NBU as of the date of the invoicing for payment,

K_1 is the rate of the hryvnia against the US dollar at the rate of the NBU as of the date of the signing of the Order for Services by the Parties.

8.24. All payments under the Agreement are made in the national currency of Ukraine by transfer of funds to the current account of the Operator. The amount of payment for the cost of Services established in foreign currency is determined using the official exchange rate established by the National Bank of Ukraine as of the day of the provision of Services.

9. Reduction of the list of Services or termination of their provision, restoration of Services, termination of the Agreement and/or the Order

9.1. Reduction of the list of Services. General Information

9.1.1. Reduction of the list of Services, suspension or termination of the provision of Services may be initiated by DATAGROUP and/or the Customer in accordance with the current legislation of Ukraine, concluded Agreement, these General Terms and Conditions.

9.2. Reduction of the list of Services on the initiative of DATAGROUP

9.2.1. DATAGROUP is entitled to reduce the list of Services, suspend, or terminate the provision of Services in the event of violation of the terms of the Agreement by the Customer, these General Terms and Conditions as well as in case of death of the Customer or recognition of his/her missing and in other cases stipulated by the terms of the Agreement and the current legislation of Ukraine.

9.2.2. If there is a debt for payment for the Services for more than the period or for the amount specified in the Agreement, the Rules and/or in accordance with the law, DATAGROUP may shorten the list of Services, change the payment procedure, including the provision of services on a prepayment basis. At the same time, DATAGROUP sends warnings to the Customer, including with the use of automatic means, about the possibility of reduction of the list of Services with an indication of the deadline for payment. If within 10 (ten) days after the period indicated in the warning, there is no confirmation of payment, DATAGROUP is entitled to shorten the list of Services or to stop providing them until the debt is fully repaid.

9.2.3. In case of the Subscriber's debt for payment for the Services, DATAGROUP is entitled to write off the Subscriber's debt by netting between the Subscriber and DATAGROUP and admission of counterclaims under other agreements between the same Parties.

9.2.4. DATAGROUP has the right to reduce the list of the Services in accordance with the procedure provided for by law, in the case:

9.2.4.1. The existence of arrears in payment for Services more than the term or amount specified in the Agreement in accordance with law as well as the termination of funds for prepaid services in accordance with the law and the Agreement

9.2.4.2. Achievement of the maximum amount of funds specified in the Agreement

9.2.4.3. Performance of repair work to eliminate damage to telecommunications networks, telecommunications equipment, preventive, scheduled maintenance or other work the performance of which makes it impossible to provide Services (period of reduction of services by the Customer is not paid).

9.2.4.4. Occurrence of a natural disaster, an emergency situation, the introduction of a legal regime of emergency rule or martial law in accordance with applicable law.

9.2.4.5. Detection of unauthorized interference of the Customer in the work and/or use of DATAGROUP telecommunications networks or the DATAGROUP telecommunications technical facilities.

9.2.4.6. Establishing the fact of sending a spam and/or making malicious calls to the Customer.

9.2.4.7. Violation by the Customer of these General Terms and Conditions and/or the conditions of the concluded Agreement in the order provided by the current legislation.

9.2.4.8. Revealing that the person who signed the Agreement did not have the necessary authority ,or it was found out that such a person is incompetent, etc., which was not reported at the time of the signing of the Agreement.

9.2.4.9. Revealing the fact of loss or illegal deprivation of the Customer of the Terminal Equipment used after receiving a written application of the Customer or the communication about it by law enforcement authorities to DATAGROUP.

9.2.4.10. Nonnotification by the Customer about the change of the postal address or other legal/bank details, including if the account(s) of the Customer has (have) been returned by DATAGROUP with a note that the Customer is not present by this address, moved to another place, or refuses to accept mail items, etc.

9.2.4.11. Use of the DATAGROUP network for immoral acts as well as those that violate or may violate public order, infringe on the honor and dignity of citizens and enterprises, or cause their complaints or those that could lead or lead to a decrease in the quality of Service provision.

9.2.4.12. Nonregistration by the Customer of the telephone number to the service number upon the detection by DATAGROUP of the fact of conducting business activities in a telephoned apartment (for individuals).

9.2.4.13. The Customer's failure to confirm, at the request of DATAGROUP, the affiliation of the telephone number to the person with whom the Agreement was concluded.

9.2.4.14. In violation of copyright and/or related rights committed by the Customer using the internet.

9.2.4.15. When receiving from the subject of copyright and/or related rights an application for termination of the violation

9.3. Reduction of the list of Services on the initiative of the Customer

9.3.1. The Customer, at its own discretion, may initiate a reduction of the list of the Services and terminate their provision (if there is technical feasibility), on the basis of the application at the number of DATAGROUP Contact Center (for individuals only) and/or a written application submitted personally or through an authorized representative (obliged) for legal entities). In the application, the Customer indicates a term that can not exceed one year, and the reason for the reduction of the list of Services. The reduction of the list of Services shall be paid at the tariffs established by DATAGROUP, and the Customer shall pay subscription fee for the entire period of reduction of the list of the Services. For the period of reduction of the list of the Services by the Customer, the Customer retains the Customer's number for the term indicated in the Customer's application for the reduction of the list of Services, subject to the payment by the Customer of the fee for the period of reduction of the list of the Services (not related to the right of the Operator to change the Customer's number in accordance with clause 4.1.4 of these General Conditions).

9.3.2. In cases of reduction of the list of Services, termination of the provision of Services for the time during which the Services were not provided through the fault of the Customer, the Customer's fee shall be paid in full.

9.3.3. In case of the loss or theft of the Final Equipment, the Customer may initiate a reduction of the list of Services by a written application, indicating the Customer's number and his/her personal data, which the DATAGROUP representative considers necessary to establish. The Customer pays for all Services received with the use of his/her telephone number/final equipment.

9.3.4. Reduction of the list of services is carried out before the elimination of the reasons that led to it, for the period specified by the Agreement and legislation.

9.3.4.1. In case of reduction of the list of Services on the request of the Customer and according to p. 9.2.4.1, 9.2.4.2, 9.2.4.4. — 9.2.4.6. of the General Terms and Conditions, the Customer gets an access to the emergency services.

9.3.4.2. After repayment by the Customer of the arrears of payment for the Services, which are reduced, DATAGROUP within one hour, and in the absence of the opportunity for a term not exceeding two business days after the payment of the debt, restores the provision of the Services.

9.3.4.3. To speed up the restoration of services, the Customer can personally notify the payment service provider of the payment made, indicating the place, date, amount of funds paid and the number of the settlement document.

9.3.4.4. During the time during which services were not provided by the fault of the Customer, the Customer's fee is charged in full, unless otherwise provided by the contract.

9.3.4.5. In case of reduction of the list of services in the cases provided for in subparagraphs 9.2.4.3 and 9.2.4.4. this item, the Customer's fee is not charged.

9.3.4.6. There is no fee for restoring services after the list has been reduced.

9.4. Termination of Service provision on the initiative of DATAGROUP

9.4.1. DATAGROUP has the right to terminate the provision of the Services and/or access to

Internet resources, access to which is prohibited by the current legislation of Ukraine (without the notice to the Customer).

9.4.2. The termination of the provision of Services can be carried out on the initiative of DATAGROUP in the following cases:

9.4.2.1. Failure to repay the debt for Services within the period specified in DATAGROUP warning

9.4.2.2. The fact of the Customer's violation, fixed in accordance with the legislation, of the following requirements:

9.4.2.2.1. Conditions of the Agreement, the Rules, these General Terms and Conditions

9.4.2.2.2. The use of the Terminal Equipment that does not have the certificate of compliance

9.4.2.2.3. The use of the Terminal Equipment to commit unlawful acts or actions that threaten the interests of national security, defense, and law enforcement

9.4.2.2.4. Commitment of actions that may impede the safe operation of the telecommunications network, support of the integrity and interaction of such networks, protection of their information security, electromagnetic compatibility of radio electronic means, complicate or preclude the provision of Services to other Consumers

9.4.2.2.5. Use of the Terminal Equipment and customer loops on a commercial basis for the provision of Services to third parties

9.4.2.2.6. Illegal acquisition and use of the code of replenishment of other Consumer's accounts, prepaid service cards, replenishment cards

9.4.2.2.7. Falsification of network identifiers, use of nonexistent network identifiers or those that belong to other persons, counterfeiting (duplication) of identification cards, electronic code (identifier) of the Terminal Equipment and/or reprogramming of identification cards

9.4.2.2.8. Malicious calls, ordering, offering the distribution and spread of spam

9.4.3. In case of violation by the Customer of the requirements of pp. 9.4.2.2.2.— 9.4.2.2.8 of clause 9.4. of these Conditions, the Operator has the right to terminate the provision of services to the Customer with a preliminary notice, sent to the e-mail address specified by the Customer at the conclusion of the Agreement, at least one hour before the termination of the provision of the Services.

9.4.4. Upon the termination of the provision of Services, the advance payment paid by the Customer but not used is transferred upon the written application of the Customer to its bank account within 15 business days from the date of the final settlement under the Agreement. In a written message, the Customer can determine another legal way of returning the unused amount of the advance/funds.

9.4.5. In the presence of the unpaid Services for the date specified in Clause 9.3.1 of these General Terms and Conditions, DATAGROUP submits a final invoice to the Customer that must be paid within 15 banking days.

9.4.6. DATAGROUP is entitled to suspend the provision of Services in other cases provided for by the Agreement, these General Terms and Conditions, and/or current legislation of Ukraine.

9.5. Termination of Service provision on the initiative of the Customer

9.5.1. The Customer has the right to refuse to receive both separate Services and all Services rendered under the Agreement/Annexes/Agreements by Additional Agreements, by submitting a personal written application to DATAGROUP. The refusal of the Customer from the Services results in the termination of DATAGROUP's obligations to provide the Services to the Customer not later than within 7 (seven) calendar days from the date of receipt of the application by DATAGROUP if the longer term is not specified in the application or not specified by the terms of the Agreement.

9.6. Restoration of Services

9.6.1. The provision of Services can be restored, provided that the circumstances set forth in these General Terms and Conditions and the Agreement have been eliminated, which led to a reduction in the list of Services or termination of the provision of Services.

9.6.2. The resumption of the provision of Services, which have been reduced at the request of the Customer before the date specified in the application, is conducted (if technically feasible) on the basis of an oral application by DATAGROUP call center phone (only for individuals) and/or a written application submitted in person or through an authorized representative (for legal entities) and subject to availability of sufficient funds in the Customer's Personal Account.

9.6.3. To speed up the resumption of Services disabled for debts, the Customer (an individual) can personally report about the payment made by DATAGROUP call center phone noting the place, date, amount of money paid, and the number of the settlement document.

9.7. Procedure for the termination of the Agreement and/or the Order

9.7.1. The initiative on termination of the Agreement can come from both DATAGROUP and the Customer, if there are grounds specified in these General Terms and Conditions and in accordance with the current legislation of Ukraine.

9.7.2. In the event of the Customer's refusal of all Services provided under the Agreement, the Agreement shall be considered terminated. The Customer must submit a written application to DATAGROUP for the refusal of all Services:

- Individuals: in person
- Legal entities: through an authorized representative or sending an application by mail

9.7.3. In the case of nonpayment of the debt for the Services within the period specified in the warning about the possibility of termination of the Agreement, DATAGROUP is entitled to terminate the Agreement unilaterally by notifying the Customer in writing in accordance with the procedure established by the current legislation, and DATAGROUP is entitled to cancel the Customer's debt by offsetting the counterclaims under other Agreements between the Customer and DATAGROUP.

9.7.4. If there is no confirmation of debt repayment for the provided Services one month after the period, indicated in the warning, after the actions taken by DATAGROUP provided for by these General Terms and Conditions, DATAGROUP is entitled to terminate the Agreement (including its early termination), notifying the Customer about it in writing. At the same time, ensure the technical possibility to restore operation of the Customer's phone within one month from the date of termination of the Agreement.

9.7.5. In the event of termination of the Agreement, regardless of the reasons, the cost of Services provided before the termination of the Agreement and penalties shall be paid in full by the Customer.

9.7.6. The validity of the Agreement is terminated in case of cancellation, invalidation, or expiration of the validity of the DATAGROUP license for the performance of the relevant type of economic activity in the telecommunications field or for the use of the radio frequency resource in the manner prescribed by law.

9.7.7. The Order for Services comes into force once it is signed by the authorized representatives of the Parties and sealed by the Parties and is valid for the period fixed in it. In the absence of written statements of the Parties for 30 calendar days before the end of the validity of the Order, the Order is automatically extended for the same period and on the same terms. Automatic renewal of the term of the Order in the order of this clause of the General Terms and Conditions occurs periodically.

9.7.8. The order is terminated only in the following cases:

9.7.8.1. In the case of expiration of its validity if there is a written application of any Party about the refusal to automatically extend the validity of the Order

9.7.8.2. By mutual consent of the Parties by concluding a respective supplementary contract to the Agreement and/or a new Order for Services, in which the Parties explicitly stipulate the termination of such previous Order

9.7.8.3. On the initiative of the Operator in accordance with the procedure and on the terms and conditions provided for in these General Terms and Conditions and/or the Agreement or by sending the relevant written notice to the Customer not less than 30 calendar days prior to the date of termination of such an Order

9.7.8.4. On the initiative of the Customer in the event that it has no debt under the Order to the Operator by sending a written notice to the Operator not less than 30 calendar days before the date of termination of such an Order

9.7.8.5. In other cases stipulated by the Agreement and/or current legislation

10. Liability of the Parties

10.1. DATAGROUP and the Customer are responsible for nonfulfillment or improper performance of the Agreement and these General Terms and Conditions in accordance with the current legislation of Ukraine.

10.2. Payment of penalties does not release the Customer and DATAGROUP from the obligation to fulfill the obligations undertaken in kind.

10.3. DATAGROUP does not bear property liability to the Customer provided for by the Law of Ukraine "On Telecommunications" for nonfulfillment or improper performance of obligations to provide telecommunications services due to force majeure circumstances (earthquake, fire, flood, hurricane, etc.), stealing or damage by attackers of line and station facilities used by DATAGROUP, or if the inability to provide Services has arisen through the fault of the Customer.

10.4. The Customer undertakes to change passwords of access to the Services provided by DATAGROUP every two months and to comply with the following requirements for the complexity of the password:

- The password must consist of at least eight characters.
- The password must include characters typed in different registers.
- Except for Latin letters, also include numbers, punctuation marks, and/or special characters (if supported by the access interface).
- The password cannot be a word from the dictionary of slang, dialect, jargon.
- The password should not contain personal information (name, address, date of birth, telephone, etc.).

10.5 Responsibility for the correct connection of the Terminal Equipment and setting up the

necessary software on the part of the Customer during self-connection (in case this is stipulated by the terms of provision of the Service) is borne by the Customer. In the case of incorrect connection, which led to the impossibility of receiving Services, at the request of the Customer, DATAGROUP performs work on connecting to the Services from the Customer's part on a fee basis in accordance with the current tariffs.

10.6. The Customer's responsibility

10.6.1. In the event of nonfulfillment or untimely performance of obligations under the Agreement, the Customer pays to DATAGROUP penalties provided for by the Agreement and the current legislation of Ukraine.

10.6.2. In the case of delay in payment for the Services provided, the Customer pays a penalty that is calculated from the cost of unpaid Services in the amount of the discount rate of the National Bank of Ukraine in force during the period for which a penalty is charged for each day of delay in payment.

10.6.3. In the case of damage to the Terminal and/or supplementary equipment not through the fault of DATAGROUP (transferred to the Customer for temporary paid use), the Customer is obliged to reimburse DATAGROUP for the cost of work for its restoration, and in the case of loss or reduction of supplementary equipment in a condition not suitable for further use, pay its book value indicated in the relevant certificate of acceptance with due regard to physical deterioration.

10.6.4. After expiry of the Agreement, the Customer is obliged to pay a penalty at the rate of 1% of the equipment cost for each day of delay in the case of delay in the return of the specified Terminal and/or supplementary equipment or nonpayment by the Customer (within three business days, unless otherwise specified in the Agreement/Supplementary Contract/Annex/Contract) of its value indicated in the relevant acceptance certificate.

10.6.5. If the damage to the telecommunications network caused by the Customer's fault is detected, and the damage is caused through the fault of the Customer, the costs of DATAGROUP related to the elimination of damage shall be reimbursed by the Customer in accordance with the procedure established by law.

10.6.6. The fact of damage to the telecommunications network through the fault of the Customer is documented in two copies, each of which is signed by the authorized representative of DATAGROUP and the Customer, through the fault of which the damage occurred. If the Customer refuses to sign the act, it is signed by at least two representatives of DATAGROUP.

10.6.7. The Customer is also responsible for the risks of using the information resources of the internet.

10.6.8. The Customer is liable for infringement of copyright and/or related rights committed using the internet if it did not perform the actions specified in the Law of Ukraine "On Copyright and Related Rights" on time.

10.6.9. The Customer independently bears full responsibility for using the internet resources and resources prohibited by the current legislation access to which is blocked in accordance with the current legislation.

10.6.10. The Customer is solely responsible for violating his/her obligations as specified in Clause 4.4. of these General Terms and Conditions.

10.7. DATAGROUP responsibility

10.7.1. The issue of reimbursement of actual losses caused to the Customer, moral harm, loss of profit due to the improper performance of duties by DATAGROUP provided for by the current legislation and the Agreement shall be resolved in court.

10.7.2. DATAGROUP is not liable for:

- The content of information transmitted by telecommunications networks, technical means of telecommunications, the Customer and/or for the content of information coming to it
- Any damage caused to the Customer as a result of using the Services, including damage or loss of data as a result of delays, nonreceipt, erroneous addressing, or interruption of the Services caused by errors, negligence, or omission of the Customer
- Inability to receive Services, deterioration in the quality of Services, interruptions in work, etc. arising directly or indirectly for reasons beyond the control and influence of DATAGROUP
- Operation of the equipment and protection of software installed on the personal computer (terminal equipment) of the Customer (antivirus protection, etc.)
- Before the Customer and third parties if they are harmed of any kind, if the Customer uses the Services under the Agreement at its own discretion and without any fault of DATAGROUP

10.7.3. In the event of failure or improper performance of obligations by DATAGROUP under the Agreement and these General Terms and Conditions, DATAGROUP is liable in the amount of penalties in favor of the Customer specified in Clause 40 of the Rules and Art. 40 of the Law of Ukraine "On Telecommunications."

10.7.4. Payment of the DATAGROUP penalties determined by the Law of Ukraine "On Telecommunications" is carried out by offsetting the cost of telecommunications services:

10.7.4.1. For legal entities: in the amount of the calculated fine

10.7.4.2. For individuals: in the amount of the calculated penalty reduced by the amount of personal income tax Personal Income Tax is calculated at the current rate of the amount of the accrued fine kept at the expense of the Customer and transferred to the appropriate budget.

10.7.5. DATAGROUP makes every effort to ensure the high-quality functioning of its equipment but cannot give an absolute guarantee of the continuity and accuracy of its operation.

10.7.6. DATAGROUP does not bear any responsibility to the Customer for the consequences of taking the measures provided for in Article 52¹ of the Law of Ukraine "On Copyright and Neighboring Rights," on the General Terms and Conditions of compliance with the requirements of part one of this article.

10.7.7. DATAGROUP is not liable for violation of copyright and/or related rights, for the General Terms and Conditions of compliance with the requirements of Article 52¹ of the Law of Ukraine "On Copyright and Related Rights."

11. Circumstances of Force Majeure

11.1. The Parties to the Agreement are exempted from liability for partial or complete nonfulfillment of contractual obligations if this failure was a consequence of force majeure circumstances (war, acts of state bodies, fire, flood, earthquake, etc.) or other circumstances beyond the control of the Parties they could not foresee, avoid, or eliminate their consequences and those that occurred after the conclusion of the Agreement. Evidence of the occurrence of force majeure circumstances and the duration of their validity is the relevant documents that are issued by the competent authority.

11.2. Not later than three calendar days from the occurrence of such circumstances, a Party that is not in a position to fulfill its obligations shall inform the other Party about the beginning and end of the above circumstances.

11.3. The documents and/or acts issued by the relevant competent authority authorized to confirm the circumstances specified in this section will serve as a proper proof of the existence of the above circumstances and their duration.

11.4. Failure of each Party individually to inform the other Party about the occurrence of force majeure circumstances does not allow such a Party to invoke these circumstances.

11.5. If force majeure circumstances last for more than one month, the Parties shall conduct appropriate negotiations to find alternative options for fulfilling their obligations.

12. Miscellanea

12.1. All messages to the address of the Customer, publication of information provided for in the Agreement, these General Terms and Conditions, and the current legislation are deemed to be fulfilled by DATAGROUP as properly if the Customer has been notified in writing or through the mass media, DATAGROUP website, by telephone, fax, SMS, email, or in any other way determined by DATAGROUP.

12.1.1. The Customer agrees that e-mail provided by him/her at the time of conclusion of the Contract is an identifier, and all correspondence which may be carried out in accordance with these General Terms and Conditions of the Agreement and the requirements of the law from/to the Customer's e-mail is considered an official correspondence and is an electronic signature of the Customer.

12.2. Any disagreements or claims arising between the Customer and DATAGROUP are settled through negotiations. If agreement is not reached, disputes shall be resolved in the manner established by the current legislation of Ukraine.

12.3. Using the Services, the Customer agrees that DATAGROUP is not responsible for the quality of the Services provided under the influence of factors that may interfere with the provision of high-quality coverage and access to DATAGROUP network, are beyond the control of DATAGROUP (natural and weather general conditions, other interference from other radiating devices, buildings, excessive traffic, and use of communication in certain places and at certain times), and can adversely affect the availability and power of signals transmitted by the DATAGROUP equipment.

12.4. Having concluded the Agreement, the Customer confirms that it is informed that the use of the internet network can be dangerous, and such use is carried out at the Customer's own risk. In particular, the Customer realizes that while working on the internet its Terminal Equipment (PCs) can be programmed with viruses that initiate international calls outside its will or otherwise interfere with the operation of its Terminal Equipment, will have negative consequences for the property of the Customer, including in the form of additional monetary obligations. To prevent virus programs, the Customer independently takes security measures, independently bears the responsibility and risks of working on the internet.

12.5. The transfer of information to legal entities or individuals that are not a party to the Agreement with the Customer, its publication, or disclosure in other ways and means may be carried out only with the written consent of the Parties to the Agreement, except in cases provided for by the current legislation of Ukraine, these General Terms and Conditions, and/or the Agreement.

12.6. By subscribing/accepting the Agreement, the Customer gives its consent to DATAGROUP to process its personal data for the purpose of providing, receiving, and making payments for telecommunication Services. This undertaking is valid for the duration of the Agreement and for the five following years upon termination thereof. The destruction of personal data is the basis for termination of

the Agreement. In this case, the Agreement is terminated from the date specified in the notification of DATAGROUP.

12.7. By signing/accepting the Agreement, the Customer confirms that it has been notified (without additional written notice) of the rights established by the Law of Ukraine "On Protection of Personal Data," the purpose of collecting data, and that its personal data is transferred to a legal entity—DATAGROUP—for the purpose of providing, receiving, and making payments for telecommunication services. By signing/accepting the Agreement, the Customer also agrees that DATAGROUP is entitled to grant access and transfer its personal data to third parties without any notifications of the Customer, without changing the purpose of their processing for taking measures to collect the debt of the Customer. The content of the Customer's rights as a subject of personal data in accordance with the Law of Ukraine "On Protection of Personal Data" is known to it and is understandable.

12.8. DATAGROUP is entitled to make a decision independently at its own discretion regarding the cancellation of the Customer's debt by offsetting the counterclaims under other Agreements between the Customer and DATAGROUP.

12.9. For its part, DATAGROUP is entitled to use the facsimile signature (facsimile) of the authorized person when signing Agreements, Annexes, Contracts, and Supplementary Contracts to the Agreement, Orders as well as when signing all the documents related to the implementation of the Agreement and the primary documents drawn up for its implementation.

13. Features of the relationship in the provision of content services

13.1. At each connection, to provide the content service, before the beginning of its provision, DATAGROUP provides the Customer with a notification on the name of such service and the tariff for its receipt as well as provides the Customer with free opportunity to confirm the consent to receive the specified service or refuse to receive it (duration of the free notification of Customers is 12 seconds).

13.2. The content service is provided after the Customer is notified of its provision in accordance with the procedure established by the Rules and upon the consent to receive the service.

13.3. The information on the amount of funds for received content services is noted on the invoice in a separate line and is included in the total amount in the invoice. Provision of public services does not stop in case of arrears exclusively for content services.

14. Procedure for consideration of applications, complaints, and resolution of disputes

14.1. The Customer is entitled to submit an application/complaint to DATAGROUP on the provision and receipt of telecommunication services.

14.2. Applications/complaints of Customers are considered by DATAGROUP in the manner prescribed by the Law of Ukraine "On Citizens' Appeals" and the Rules.

14.3. Upon the results of consideration of the written request/complaint of the Customer, a written reply is given.

14.4. Controversial issues are resolved by the Parties through bilateral negotiations.

14.5. In the case of disputes arising out of the Agreement, the provision of services that cannot be resolved through bilateral negotiations, the Parties shall apply to the court in accordance with the procedure established by the current legislation of Ukraine.

14.6. The jurisdiction of consideration of cases is in accordance with the current legislation of Ukraine.

15. Trade secrets and confidential information

15.1. Commercial secret is information related to the subject of the activities of the Parties and related to production, technological information, know-how, financial management, and other information of the Parties that is attributed to such information and all information that is caused by the conclusion, execution, and termination of the Agreement and the Orders for Services.

15.2. Confidential information is understood as such information the disclosure of which may cause direct material or moral damages to another Party under the Agreement.

15.3. The Party is responsible in accordance with the legislation in force for the disclosure (transfer, leakage) of information constituting commercial secret or confidential information of the other Party from the effective date of the Agreement and throughout its validity and two years after the expiration of its validity.

15.4. Each of the Parties guarantees the nondisclosure of trade secrets or confidential information of the other Party, which became known to its employees in the course of their implementation of the Agreement, as well as the inability of access to this information by other employees who are not involved in the work under the Agreement and third parties.

15.5. The transfer of trade secrets or confidential information of another Party to lawfully acting law enforcement or other competent authorities to the extent requested, subject to full compliance of their actions with the current legislation of Ukraine, cannot be regarded as the disclosure of such information.

16. Norms and rules of work on the internet

When providing the "internet" Service, the Parties are required to comply with the following norms and rules of conduct on the internet, namely:

16.1. The Customer should not perform any actions that interfere with the work of other users on the internet or the normal operation of DATAGROUP equipment as well as not allowing or helping others do the same. An example of such actions, but not a complete list of them, is the following list:

16.1.1. Mass mailing of emails of advertising, commercial, or campaigning nature previously not agreed upon with the recipients

16.1.2. Mailing of emails containing rude or offensive expressions and sentences

16.1.3. Posting, in any conference of articles containing attached files, messages of advertising, commercial, or campaigning nature and articles that do not correspond to the topic (off-topic) or violate the rules of participation in this conference (unless such actions have been previously agreed upon with the owners or administrators of the conference)

16.1.4. Sending information to recipients who have previously expressed their unwillingness to receive this information

16.1.5. Use of own or provided information resources (mailboxes, email addresses, WWW pages, etc.) for the implementation of any of the above actions, irrespective of from which point of the internet the actions have been taken

16.1.6. Realization of such configuration of own information resources at which their malicious use by other persons becomes possible

16.1.7. Participating in any actions that may be a consequence of the refusal to provide internet services to other consumers (denial of service attacks)

16.2. The Customer is not allowed to make attempts of unauthorized access to internet resources, to conduct or participate in network attacks and network hacking, except when the attack on the network resource is carried out with the direct permission of the owner and administrator of this resource. In particular, it is prohibited to:

16.2.1. Perform actions aimed at disrupting the normal operation of internet elements (computers, other equipment or software) that do not belong to the Customer.

16.2.2. Perform actions aimed at obtaining unauthorized access, including privileged access, to the internet resource (computer, any other equipment, or information resource), the subsequent use of such access, as well as the destruction or modification of software or data not belonging to the Customer, without agreement with owners and administrators of this information resource.

16.2.3. Transfer information to computers or equipment of the internet creating a parasitic load on these computers, equipment, or intermediate sections of the network in volumes exceeding the minimum necessary to verify the connectivity of networks and the availability of its individual elements.

16.3. When using information resources, the internet Customer is forbidden to:

16.3.1. Violate the specific usage rules set by the owner for a separate information internet resource. In the event of disagreement with such rules, the Customer is obliged to urgently refuse to use the said information resource.

16.3.2. Use the identification data (names, addresses, phone numbers, etc.) of third parties, except when these persons have authorized the Customer to use such information.

16.3.3. Falsify IP addresses as well as addresses used in other network protocols when transferring data to the internet.

16.3.4. Use nonexistent return addresses when sending emails.

16.4. The Customer shall not attempt to receive the Services with the intention of avoiding payment for their use.

16.5. The Customer is fully responsible for storing and using the account information (logins and passwords).

16.6. DATAGROUP is not responsible for the proper functioning and availability of certain segments of the internet that are beyond the control of DATAGROUP.

16.7. DATAGROUP does not control and is not responsible for the observance of the rights, accuracy, completeness, or suitability of the information, quality, and functions of goods and services provided to the Customer through the internet by other persons.

16.8. Under no circumstances shall DATAGROUP be liable for direct or indirect damage caused to the Customer or any other person when using the Services or inability to use thereof. DATAGROUP is also exempted from liability for direct or indirect damage caused to the Customer through its dependence on goods, services, and information ordered via the internet, including through Services, or caused as a result of errors, omissions, interruptions in operation, file deletions, defects, delays in operation or data transfer, or change of functions.

16.9. DATAGROUP is released from responsibility for nondelivery of email messages to or from the Customer in the event that the cause of the nondelivery is the transfer of DATAGROUP mail server or the Customer's IP address to the "Black List" due to the Customer's fault.

16.10. DATAGROUP has no influence on those individuals and legal entities that form Black Lists and does not participate in resolving conflict issues and disputes between the Customer and the specified persons.

16.11. DATAGROUP reserves the right to completely or partially remove or deny the forwarding of any information and materials if it is somehow connected with the Customer's performance of any actions listed in Clauses 16.1–16.4 of these General Terms and Conditions.

16.12. If DATAGROUP discovers or receives from other internet users complaints or messages about the Customer's performance of any actions listed in Clauses 16.1–16.4.

16.13. DATAGROUP sends by email (or in another way) to the Customer a message with a demand to immediately take measures to terminate the actions defined in Clauses 16.1–16.4.

16.14. DATAGROUP is entitled to reduce the list of Services to the Customer:

16.15. In case of failure to undertake (delay, ineffective adoption, or refusal to take) measures to curb the actions listed in Clauses 16.1–16.4.

16.16. If any of the actions listed in Clauses 16.1–16.4 resulted in or may result in a significant deterioration in the provision of internet Services, denial of internet Services or jeopardize the security of DATAGROUP telecommunications network.

16.17. These rules apply to all available network resources if the rules established by the owners of these resources are unknown in advance.

16.18. The given norms and rules regulate the behavior on the internet mandatory for all users of the internet service without exception.

17. Warranties and Cautions

17.1 Anticorruption Cautions

17.1.1. The parties, their affiliates, employees or intermediaries agree to adhere to the norms of the current anti-corruption legislation of Ukraine.

17.1.2. The parties, their affiliates, employees or intermediaries declare that they have not promised, authorized, refused, offered, and are obliged not to promise, not to authorize, to refuse or offer in connection with the implementation of this Agreement, to perform or to accept any act of payment, or to transfer any unlawful gain, directly or indirectly: i) to any person, including the Authorized Persons; or ii) any intermediary for further payment in favor of any person, including the Authorized Persons; or (iii) any political party. The intention of the Parties is not to implement, promise, prohibit or offer any payment or to transfer values whose purpose or result is bribery, kickbacks or other means of securing unjustified benefits or obtaining or maintaining business.

17.1.3. The parties, their affiliates, employees or intermediaries agree not to make, directly or indirectly, any monetary payments, transfer of property, provision of benefits, benefits, services, intangible assets, any other benefits of immaterial or non-monetary nature without legal grounds for the purpose to influence the decisions of the other Party or its officers in order to obtain any benefit or advantage.

17.1.4. Each of the Parties (their affiliates, employees, or intermediaries) of this Agreement shall refuse to encourage in any way the workers of the other Party, including by providing money, gifts, free performance of works (services) and others ways not mentioned in this paragraph that put the employee in any dependence and aimed at ensuring that the employee performs any actions in favor of the stimulating Party.

17.1.5. In the event that a Party, its affiliated person, employees or intermediaries suspect that a violation of the provisions of this section has occurred or may occur, the Party concerned must promptly inform the other Party in writing (with references to facts or to submit materials that reliably confirm or give reason to believe what has happened or may take place such a violation).

17.2. Personal data protection

17.2.1 The Parties certify and warrant that any personal data about any Individuals (including managers, employees, members of management bodies, etc.) that have been or will be transferred to the other party in connection with or in execution of this agreement were obtained and are in the use of the parties lawfully in accordance with the requirements of the current legislation of Ukraine.

17.2.2. The Parties certify and guarantee that they have all the necessary legal grounds for the transfer of the above personal data to the other party to the agreement for their further processing in order to comply with this agreement, without any limitation in time and manner, including to use and distribute, modify, transfer or grant access to it to third parties in cases stipulated by the current legislation of Ukraine, as well as for the transfer of personal data to the other party for processing to third parties and to carry out any other actions, with the implementation of this agreement and/or with the protection of the rights of the Parties under this agreement, or if this is necessary for the implementation of the rights and obligations stipulated by law.

17.2.3. The right of the Parties to transmit the above personal data is not limited in any way and does not violate the rights of the subjects of personal data and other persons. In addition, the parties confirm that they received a notification about the inclusion of personal data of the subjects of personal data in the database of personal data, and are informed on their rights as a subject of personal data in accordance with Art. 8 of the Law of Ukraine "On Protection of Personal Data".

17.3 Environmental caveat

17.3.1. In the absence of the Customer's internal environmental protection policy that would be open and publicly accessible through general alert, in particular through the Internet or other

communication channels, the Customer is required to implement strict management of environmental protection, in particular:

- develop an action plan for environmental protection aimed at reducing the risks of accidents, reducing water and electricity consumption, emissions and waste management, noise isolation organization and limiting the spread of odors;
- implement its own environmental policy in all countries of its presence and make every effort to comply with the same principles by its suppliers, subcontractors and distributors.