Agreement

About Internet Service

Tbilisi January 2023

On one hand “**SkyTel” Ltd**  (hereinafter **“Provider”)** i/n: 400013748, legal address: Tbilisi, Nadzaladevi district, D. Guramishvili Av. №23a, presented in the form of its commercial director Davit Chiaberashvili, (registration number of notary act – N231548353)

and

on the other hand, Ltd \_\_\_\_\_\_\_\_\_\_\_\_\_(i/n: \_\_\_\_\_\_\_\_\_\_\_\_\_) address: Georgia \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter as **“User”)** make this present Agreement on the following:

1. **Definition of Terms**
	1. **Provider-** Internet service provider legal entity;
	2. **User**– a legal entity receiving Internet services;
	3. **Services -** electronic communication services provided for by this Agreement and/or its annexes, and/or any additional documents issued based on the Agreement (if any);
	4. **Service package -** a package with specific features and conditions of services offered to the User by Skytel, which is defined by Appendix N1;
	5. **Service/subscription cost/tax** - the cost of the service provided for in Annex N1 of the Agreement, which also includes the cost of transferring/transferring equipment to use (if any);
	6. **Demarcation point** - the point where the obligations of the service Provider and the User are separated;
	7. **Internet service** - an electronic communication service of general use, which provides access to the Internet and thus, regardless of the terminal device of the network technology used, provides the possibility of access to virtually all points of the Internet, further services;
	8. **Agreement** - the present Agreement concluded between the Provider and the User on the basis of the law of Georgia, which is signed by the parties, with all the documents attached to it, additionally and also with all the documents referred to in the Agreement;
2. **Subject of Agreement**

2.1 The subject of the Agreement the provision of Internet services (availability of services) by the Provider to the User, in accordance with the conditions specified in Appendix N1.

2.2 The period of initial inclusion does not exceed 20 (twenty) working days after signing the Agreement.

**3. Terms and Rules of Service**

**3.1 Terms of Service:**

3.1.1 In order to enable the service, the Provider will allocate an identification code/subscriber number to the User during the validity period of the contract and transfer a special device with the right to use it. The transfer and return of the service equipment to the User is carried out by signing the relevant acceptance-handover document between the parties.

3.1.2 Inclusion/provision of services for the User is carried out in accordance with the conditions specified in this Agreement and Annex N1. Terms of service can also be found on the Skytel website ([www.skytel.ge](http://www.skytel.ge)).

3.1.3 The service is received by the User within the time limit set by the Provider, upon payment of the service fee.

3.1.4 Enabling/providing services for the User begins immediately after the User fully fulfills the obligation provided for in Article 5 of this Agreement.

3.1.5 The User has the right to use the service of temporary suspension of the service, about which he must apply to the Provider in writing (including by e-mail) 24 hours in advance and inform about the period for which he wants to temporarily suspend the service. The temporary suspension of the service is free of charge and the User can only use the said service if he does not have any kind of debt to the Provider.

* 1. **Rules for Using the Service:**

3.2.1 The User has the right to use the service at his discretion and use it for any purpose, except for what is prohibited by the current legislation of Georgia and this Agreement, while the User is obliged to fully take into account and follow all the requirements of the Georgian legislation when using the service.

3.2.2 Special conditions for the use of Internet services: the supplier is not obliged to repair or rebuild the internal network in its use/possession in case of damage caused by the User's actions and/or in case of any changes to the object at the User's initiative. In the event of a technical team employee being called, the repair of the damage will be considered a paid service and the fee will be determined individually, depending on the damage, by calculating the cost of consumables for each call.

1. **Internet Service Quality**

4.1 The Internet service is available 24 hours a day, continuously, except for emergency maintenance, preventive works, and complies with the technical norms, standards and terms of the Provider's license established by the competent state bodies, the conditions defined by the Agreement, the exceptional cases specified in clauses 4.2, 4.3, 4.4 and 4.5 considering.

4.2Ensuring uninterrupted service delivery and protecting quality may be beyond the control and capabilities of the Provider due to the nature of the network structure. Any interruption caused by force majeure circumstances and/or network failure of other companies providing electronic communication services, which is beyond the technical capabilities of the Internet provider and the Provider, is a circumstance excluding the responsibility of Skytel.

4.3The Provider is not responsible for service interruptions or deficiencies, in case a fault is fixed in the customer's network, which requires local identification of the problem and determination of the time for its elimination.

4.4 The Provider is not responsible for service interruptions or deficiencies, in the event that the User uses a faulty, damaged or non-compliant device to receive the service, this includes both the device owned by the User and the device given to the User by the Provider for temporary use, the fault/malfunction/damage of which is caused by the user by fault.

4.5The Provider provides the service within the scope of the speed stipulated in the Agreement and the adequacy of the offered service with the service received. In case of inconsistency between the services provided by the Agreement and the received services, the Provider ensures that appropriate measures are taken in order to prevent the inconsistency in a timely, thorough and complete manner.

1. **Service Fee, Terms of Payment**

5.1The cost of including the services provided for in the Agreement, the installation is determined by Appendix N1. The User is obliged to pay the service activation, installation cost along with the first month's subscription fee.

5.2The monthly cost of the service (subscription fee) stipulated in the Agreement is determined by Appendix N1, the User must pay the cost of the first month of the service no later than 00:00 of the same day after the installation of the service. Otherwise, the User will not be able to use the services provided for in this Agreement. The monthly cost of the service is paid in advance, before the beginning of each new accounting period.

5.3Payment is made in GEL, in the form of non-cash payment.

1. **Terms of Service Provision Limitation and Termination**

6.1Limitation of Internet service by the Provider means that the corresponding service will not be provided to the User during the entire period of service limitation.

**6.2 The Provider may limit the service in the following cases:**

6.2.1In case of non-payment of subscription fee and received service fee (any other debt) within the term established by the Agreement (clauses 5.1, 5.2);

6.2.2In case of damage to the service provider's equipment;

6.2.3 When the User does not allow the company representative to the demarcation point of the technical device;

6.2.4 The User uses or tries to use telecommunication means for illegal purposes or to obtain services in an illegal way;

6.2.5 It is impossible to provide the service due to force majeure circumstances provided for in this Agreement.

6.2.6 The provision of the service will be temporarily limited or completely stopped if the User causes damage to the provider, other subscribers or third parties while using the subscription device. By using the device provided for temporary use, unauthorized connection to the network, resale of services, receiving services is carried out for violating the privacy of third parties or their peace of mind, containing threats, causing material damage to them, slandering, insulting or any other illegal actions or organizing spam. While using the service, the User distributes or redirects unauthorized products, computer virus, fraudulent or malicious programs, or performs other, including illegal actions, for the purpose of making profit, or the user otherwise violates the requirements stipulated by the law. In this case, the provision of the service will be fully or partially restricted in order to effectively and timely prevent the above-mentioned action.

6.2.7 Renewal of the service during the service limitation period by the Provider can be carried out upon payment of the subscription fee and any other arrears, or elimination of other grounds for service limitation, but not later than the end of the next day.

**6.3 Termination of Internet service by the Provider may be carried out in the following cases:**

6.3.1 User does not pay service fees, other debts or other grounds for service limitation are not eliminated within 30 calendar days from the date of limitation. In this case, the User will be notified of the termination of the service by a message sent to the contact number/e-mail specified in the contract. Before sending the mentioned notice, it is understood that the provision of the service is terminated, however, in order to protect the interests of the user, as long as the resources available by the supplier allow and until the User returns the equipment transferred to him for temporary use, the Agreement remains in force, for the purposes of possible restoration of the use of the service by the User.

6.3.2 The Provider has the right to terminate the service even if it becomes impossible to provide the service due to objective reasons, for example significant damage to the operator's communication network, destruction/absence of appropriate technical means, cancellation/suspension of license, permit, authorization, complete termination of the provision of a specific service or its substantial modification and others.

6.4 The fact of termination of the service does not release the user from the obligation to pay the accumulated and unpaid debt towards the Provider as of the date of termination.

1. **Rights and Obligations of the Parties**

**7.1 Rights and obligations of the User:**

7.1.1 The User has the right to use the Internet service at any time of the day, 24 hours a day, and to use it for any purposes, except for what is prohibited by the current legislation and this agreement;

7.1.2 The User has the right to receive telephone consultations from the 24-hour hotline of **"SkyTel"** (tel: 0322 500 300, personal manager's tel: ---------------);

7.1.3 The User has the right to request a recalculation of the service fee if "SkyTel" provides services with delays or is not provided at all within 24 hours;

7.1.4 The User has the right to apply to "SkyTel" with a statement and a complaint about the non-standard service provided;

7.1.5 The User is obliged to timely pay the service fee provided by "SkyTel" in accordance with the conditions stipulated in this agreement;

7.1.6 The User is obliged to ensure at any time the access of the representative of "SkyTel" in his territory to carry out network connection works, to check the equipment or to carry out installation works, in accordance with the Provider's request;

7.1.7 The User is obliged to immediately notify the Provider orally and in writing within 5 working days of the initiation of insolvency, reorganization or liquidation proceedings or other circumstances that may delay or make it impossible for the User to fulfill the obligation under the contract;

7.1.8 Any damage caused by the User, which may cause the Provider to delay the delivery of the service to the User, does not exempt the User from paying the cost of the service;

**7.2 Provider's Rights and Obligations:**

7.2.1 The Provider has the right to require the customer to fulfill all and any obligations under this agreement and to facilitate the realization of the supplier's rights under this agreement.

7.2.2 The Provider is entitled to carry out emergency maintenance or preventive work on its network, which may result in service suspension, limitation, deterioration or interruptions and which serve to maintain or improve the quality of service or introduce new technology or are intended to ensure network security, the provider is obliged to notify the User in writing (including by e-mail) and/or on its website (www.skytel.ge) ) publish information;

7.2.3 The Provider is entitled to make special offers during the validity period of the Agreement, with different conditions, which the parties will additionally agree on in writing;

7.2.4 The Provider is obliged to provide the customer with the services stipulated in this Agreement, in compliance with the conditions specified in the Agreement;

7.2.5 The Provider is obliged to check the reasons for the termination and delay and to provide information to the customer as soon as possible after receiving the notification about the termination or interruption of the service. The Provider is obliged to eliminate the damage within a reasonable period of time, but no later than the time limit specified by the "Regulation on the provision of services in the field of electronic communications and protection of consumer rights" for the elimination of such damage, which results in delayed or no service being provided to the customer, (the above does not include urgent repair or preventive works) and the obligation to eliminate it rests with the Provider.

7.2.6 The Provider is not obliged to repair the internal network in its use in case of damage caused by the actions of the user or any third party. Damage repair will be considered a paid service and the fee will be determined individually depending on the damage.

7.2.7 The Provider is entitled to dismantle the equipment placed with the User within 5 (five) working days in case of non-payment of the installation cost by the customer in accordance with Article 5.1.

1. **Responsibility of the Parties**

8.1 The Provider is not responsible for the losses that may be incurred by the user as a result of illegal access to the user's computer by any third party, since the supplier's obligation is limited only to the transfer of data, ensuring the handling of information, and the user himself is responsible for the protection of his information system from the illegal interference of the said system by a third party.

8.2 The Provider is responsible for compensating the User for the damage caused to him as a result of the Provider's non-fulfilment or non-fulfillment of the obligations under the Agreement, which is confirmed and caused by the Provider's fault, only with intent or gross negligence.Only damages that are foreseeable to the supplier and are a direct result of the action causing the damage are subject to compensation. Supplier's liability is limited and defined as follows:

8.2.1 In case of violation of the initial activation deadline, with a surcharge of 1% of the one-time installation cost fee set by the Provider, for each overdue day;

8.2.2 In case of delay, non-delivery or poor-quality delivery of the service, which is manifested in the impossibility of using the service by the user, it will provide the service provided for in the Agreement free of charge for the proportional duration of the interruption/interruption of the service;

8.2.3 The fact of delay in service delivery, non-delivery or refused delivery must be known to the Provider by the User and confirmed in documentary and/or electronic form.

8.3 The User is also responsible for compensating the Provider for damages that may be caused to the Provider as a result of the User's non-fulfillment or non-fulfilment of the obligations under the Agreement. The User's responsibility towards the supplier is determined as follows:

8.3.1 In case of late payment of the service fee, in case of incomplete or untimely payment, due to the limitation of service provision, for updating the Internet service, the user is obliged to pay the full month's subscription fee. (for example: If the User had to pay the monthly cost of the service on the 30th of the reporting month, in case of violation of the mentioned obligation, the service delivery will be stopped, in order to restore the service delivery, the User must pay the full month's service cost, and the service will be provided until the 30th of the reporting month, regardless of which day of the reporting month paid by the User for the monthly cost of the service).

8.3.2 In case of non-return of the devices given to the user for temporary use, the amount of the fine shall be determined at 5 GEL for each overdue day from the date of termination of the contract;

8.3.3 In the event of the resale of the services specified in the Agreement, the User fulfills the responsibility to pay a fine of 500 GEL;

8.3.4 In cases of non-fulfilment or non-fulfillment of other obligations, by compensation for direct damages to the Provider;

8.3.5 Neither party shall be liable to the other for any consequential damages, including business interruption, for loss of data, unearned profits or fruits or other indirect loss or consequences thereof.

**9. Force Majeure**

9.1 The parties are released from responsibility if their non-fulfillment or improper fulfillment of their obligations under the Agreement is caused by circumstances beyond their control, which include (but are not limited to): natural disasters (fire, flood, earthquake, storm, etc.), declared or undeclared war, civil unrest, any kind of hostilities, state of emergency, epidemics, blockade or any economic embargo, etc.

9.2 The parties consider the interruption of Internet service to the Provider by the Provider’s partners as a force majeure event.

9.3 Upon termination of the force majeure circumstances, the parties shall immediately continue to fulfill their obligations under the Agreement. In the presence of force majeure circumstances, the period of performance of the obligation will be suspended for the time during which such circumstances have passed, if no other Agreement is reached between the parties.

1. **Term of Agreement and Terms of Termination**

10.1. The Agreement enters into force from the moment of its signing by the parties and is valid for a period of 1 year.

10.2 The Agreement can be terminated at the initiative of one of the parties, by agreement of the parties or on the grounds provided by the law; If one of the parties does not notify the other party about the termination of the contract one month before the contract expires, then the Agreement will continue with the same term and conditions.

10.3. The User must notify the Provider 1 month in advance of the termination of the Agreement, otherwise the user is responsible for paying the Provider 1 month's subscription fee.

10.4 The Provider has the right to terminate the Agreement unilaterally, without prior warning to the User and without imposing any damages (including money) in case of violation by the User of articles 6.2.4, 6.2.6 and/or 8.3.3 of this Agreement.

10.5. The Provider has the right to terminate the Agreement unilaterally, in case of violation of Article 5.1 of this contract by the User.

10.6. Termination of the Agreement does not mean termination of the obligation to pay the existing debt. The User is obliged to pay the supplier the debt accumulated on the basis of this Agreement.

1. **Dispute Resolution.**

11.1 When fulfilling the terms of this Agreement, the parties are guided by the current legislation of Georgia.

11.2 Any disputes and disagreements between the parties will be resolved by mutual agreement.

11.3. The User has the right to submit complaints related to the Provider's services both directly to SkyTel and to the service of the Public Defender of Consumer Interests. In the case of submitting a complaint to SkyTel, the user benefits from the provisions of the complaint review service, which is published on the company's official website and is available to any interested person.

11.4. If the parties are unable to resolve the dispute and/or cannot agree, the dispute will be referred to the relevant instance of the Georgian court for consideration.

1. **Other Terms**

12.1. All cases and circumstances that are not provided for in this Agreement will be considered and resolved in accordance with the current legislation of Georgia.

12.2. A change in applicable law that modifies or abrogates any provision of this Agreement shall not invalidate the entire Agreement or any of its other provisions. In this case, the parties will try to comply with the applicable legislation or replace the invalid provision with a provision corresponding to the legislation.

12.3. This Agreement is drawn up in Georgian language in two copies with equal legal force. One copy will be given to each party.

**13. Details of the Parties**

**The Provider: The User:**

**Name: ‘SkyTel” Ltd Name:**

**I/N: 400013748 I/N:**

**Address: Tbilisi, Nadzaladevi district, D. Address:**

 **Guramishvili Av. №23a Tel:**

**Tel: 0322 500 300 Email:**

**Bank: ProCredit Bank**

**Bank code: MIBGGE22**

**Acc. № GE22PC0383600100001398**

**Commercial director: Davit Chiaberashvili Director:**

**signature:**  **signature**