

Mobile Communication Service Subscriber Agreement

This Agreement regulates the relations between the Operator (Cellfie Mobile LLC, identification code: 204450584, legal address: 8 Bambis Rigi, Tbilisi) and the Subscriber, defines the terms and conditions of mobile communication services, as well as the rights and obligations of the Parties.

Definition of Terms

Operator - Cellfie Mobile Ltd., trademark- Cellfie Mobile ;

Subscriber - a natural person with whom the Operator has concluded a mobile communication service agreement;

Mobile communication service – public telephone services designed to implement and receive, directly or indirectly, national or national and international calls and related communications services (e.g. short text messages) using the appropriate telephone number or numbers specified in the National or International Numbering Plan, which are provided via the public mobile communication network (the public electronic communication network with non-fixed termination points);

Internet service - a public electronic communication service that provides access to the Internet and thus allows access to virtually any point of the Internet, regardless of the network technology used and the telecommunication terminal device used;

Basic services - local, long distance, international and internet services provided to the subscriber within the framework of mobile communication services;

Additional services - services that are technologically related to mobile communication services and are aimed at consumer value adding;

Tariff plan or tariff package and/or offer - service provision terms set by the Operator, which also include tariff and payment terms;

SIM-card/ESIM - a subscriber identification card, which provides a connection to the Operator's network and on which the relevant subscriber number is activated;

Operator's website - www.cellfie.ge

Call Center - (99532) 2200611, 110101

Emergency Numbers – the numbers provided by the Resolution N 355 of the Government of Georgia “On the Approval of the Regulation of the National Numbering System of Electronic Communication Networks of Georgia” of November 18, 2010.

1. General Terms and Conditions

1.1. The Operator will provide mobile communication services to the Subscriber, in accordance with the terms and conditions of this Agreement;

1.2. This Agreement may be concluded in physical or remote form, including electronically — using an appropriate mechanism for confirming the Subscriber's consent.

1.3. The Operator transfers to the Subscriber the SIM card (or registers the electronic card - ESIM) and the subscriber number, the Subscriber chooses the desired, standard offer, pays the relevant service fee and joins the public mobile communication network upon signing the Agreement;

1.4. Information on the Operator's tariff plans, packages, offers, as well as the numbers to which the special tariff conditions apply, is posted on the Operator's website. This information is also available to the Subscriber in the Operator's call center and service offices;

1.5. The Operator provides information to the Subscriber about his news and offers;

1.6. The Subscriber has the opportunity to purchase a new tariff plan/package/offer, as well as additional services in various forms defined by the Operator;

1.7. Within the scope of the services offered to the Subscriber, actions such as dialing a USSD code, clicking a button, sending an SMS, filling out an electronic form, or performing any similar activity shall be considered equivalent to the Subscriber's written consent/signature and shall indicate the Subscriber's authorization to receive the respective service, confirm the condition, or perform the relevant action.

1.8. The Operator offers additional services to the Subscriber both in person and through third parties with relevant authorities.

2. Subscriber's Rights and Obligations

2.1. The Subscriber has the right to:

- 2.1.1. receive any information related to the service by making a call to the call center of the Operator;
- 2.1.2. make calls to the Operator's call center and emergency numbers without paying any fees;
- 2.1.3. choose the services offered by the Operator and to activate them in different ways;
- 2.1.4. receive free information about the balance of his/her subscriber account or the expiration of the limit;
- 2.1.5. receive a detailed report for the current month free of charge and, upon request for an account for any other period, for the appropriate fee;
- 2.1.6. at sole discretion, by dialing the appropriate combination, restrict access to certain types of additional services, or totally block access to such additional services. Additional services can be blocked only by contacting the Operator's service offices;
- 2.1.7. suspend the service temporarily on condition of maintaining the subscriber number;
- 2.1.8. request compensation in the case provided for in the Agreement;
- 2.1.9. return the unused advance on the subscriber number account;
- 2.1.10. port the subscriber number;
- 2.1.11. at any time, unilaterally, terminate the Agreement.

2.2. The Subscriber is obliged to:

- 2.2.1. provide the Operator with accurate information about him/her when concluding the Agreement. In case of changing the name, surname, email and/or any other data, notify the operator no later than 10 days;
- 2.2.2. use a mobile device that provides access to the Operator's network and services;
- 2.2.3. in case of loss of SIM card, notify the Operator immediately. SIM card is blocked by the service offices upon the Subscriber's application. The Subscriber will be responsible for any action which will be performed with the subscriber number before he/she notifies the Operator about the mentioned fact;
- 2.2.4. use the Services for personal and legitimate purposes only, not carry out commercial or other related activities (advertising calls and messages);
- 2.2.5. do not use the SIM card for spamming, access to the public communication network, for installation of gateway unit (or equipment), do not terminate the calls incorrectly and/or change "A" number and make other actions that cause malfunction of the Operator's equipment, devices and harm the Operator ;
- 2.2.6. while receiving the service, or with a SIM card, do not commit any action that harms the Operator, subscribers, or third parties, as well as an action that by its content is a violation of personal life, is threatening, defamatory and/or abusive;
- 2.2.7. cover the debt for the services received, immediately after the termination of the Agreement, or within 15 days after its termination;
- 2.2.8. compensate the Operator for the damage caused as a result of violation of the obligations under the Agreement.

3. Operator's Rights and Obligations

3.1. The Operator has the right to:

- 3.1.1. refuse the Subscriber to conclude the Agreement if:
 - 3.1.1.1. it does not have the technical facility to provide the services requested by the Subscriber, including the technical possibility of access to the network;
 - 3.1.1.2. the Subscriber did not submit the necessary documents for concluding the Agreement;
- 3.1.2. attract other legal and natural persons to carry out its activities in accordance with the legislation;
- 3.1.3. unilaterally make changes to the terms and conditions of the Agreement, tariffs and packages;
- 3.1.4. provide the Subscriber with access to the services of third parties, in accordance with the terms and tariffs established by the said persons;
- 3.1.5. carry out planned preventive or emergency works in the communication network;
- 3.1.6. limit or terminate the service to the Subscriber in the cases provided by the Agreement;
- 3.1.7. process the personal information of the Subscriber in accordance with the rules established by law;
- 3.1.8. In order to improve the quality of service, record the communication between the Operator and the Subscriber made via the call center.

3.2. The Operator is obliged to:

- 3.2.1. connect the Subscriber to the public mobile communication network and provide services in the area of its network coverage area;

- 3.2.2. provide quality service to the Subscriber, eliminate the fault within the period provided by the legislation, or within a reasonable time;
- 3.2.3. inform the Subscriber in advance about the change of service conditions and tariffs, in accordance with the rules stipulated in the Agreement;
- 3.2.4. inform the Subscriber before the limitation or termination of the service (within the technical possibilities);
- 3.2.5. in the case provided for in the Agreement, pay compensation to the Subscriber.

4. Service Tariffs and Payment

4.1. The Operator independently sets the service tariffs in accordance with the current legislation and license;

4.2. Standard tariffs/packages:

- SIM card cost -0 GEL ; electronic SIM Card (ESIM) activation -0 GEL;
- Voice call to all Georgian networks: call initiation cost -0.15 GEL, 1 minute - 0.20 GEL; 1 SMS in Georgia - 0.06 GEL; Internet 1 MB - 0.25 GEL .
- Mini -cost - 7 GEL, term - 30 days: unlimited minutes within Cellfie Mobile network, 100 minutes to other mobile operators, unlimited SMS, 1.5 GB.
- Plus - cost 10 GEL , term - 30 days: unlimited minutes within Cellfie Mobile network, 300 minutes to other mobile operators, unlimited SMS; 2 GB.
- Pro - cost 17 GEL , term - 30 days: unlimited minutes within Cellfie Mobile network, 500 minutes to all local networks, unlimited SMS, 7 GB.
- Maxi - cost 25 GEL , term - 30 days: unlimited minutes to all local networks, unlimited SMS, 20 GB.
- Unlimited Everything – cost 39 GEL, Validity: 30 days – unlimited minutes to all local networks, unlimited SMS, unlimited internet.

Tariff packages have an automatic renewal function, on the 30th day if there is enough money on the balance, the package will be extended automatically, otherwise it will be charged at standard rates;

- “Unlimited Everything” - cost 19 GEL, term-14 days: unlimited minutes to all local networks, unlimited SMS, unlimited internet.

Tariff package has an automatic renewal function, on the 14th day if there is enough money on the balance, the package will be extended automatically, otherwise it will be charged at standard rates;

- Unlimited Premium – cost 110 GEL, term-90 days: unlimited minutes to all local networks, unlimited SMS, unlimited internet.

Tariff package has an automatic renewal function, on the 90th day if there is enough money on the balance, the package will be extended automatically, otherwise it will be charged at standard rates;

- Unlimited Premium – cost 200 GEL, term-180 days: unlimited minutes to all local networks, unlimited SMS, unlimited internet. **Auto-renewal is not available.**
- Unlimited Premium – cost 350 GEL, term 360 days – unlimited minutes to all local networks, unlimited SMS, unlimited internet. **Auto-renewal is not available.**

Information on international calls and roaming tariff is posted on the Operator’s website;

- 4.3. Service tariffs are given in national currency, including taxes provided by law;
- 4.4. For the service provided to the Subscriber, the fee is charged as follows: - the fee for the minute service is calculated with the minute accuracy of the service provided, short text messaging service – according to the unit, and mobile Internet service – by number of megabytes;
- 4.5. Maximum duration of a single continuous call - 30 minutes;
- 4.6. Internet service timing - <300 milliseconds;
- 4.7. If desired, the Subscriber may purchase/activate/change/add and/or cancel other tariff plans/packages/offers, as well as additional services using means such as number dialing, USSD combination, and/or other means specified by the Operator. With this action the Subscriber confirms that he/she has read in detail the terms of the tariff plans/packages/offers, as well as additional services and agrees to accept them;
- 4.8. Payment is made in advance;
- 4.9. 112 service fee is charged to the Subscriber in accordance with the procedure provided by the Resolution N660 of the Government of Georgia of December 30, 2019;
- 4.10. In case of non-use of the subscriber number for 90 days, from the 91st day the Subscriber will be deducted the subscription fee, in the amount of 0.50 GEL per day. The accrual and deduction of the subscription fee will be stopped by making an outgoing/incoming call and/or purchasing services;

4.11. The Subscriber is obliged to cover the existing debt on the services received, upon termination of the Agreement, or within 15 days after its termination (the debt with the Operator after porting). At the moment of termination of the Agreement, after the payment of the debt, the unused advance remaining on the subscriber account will be returned to the Subscriber, no later than 10 days after his/her application. The Subscriber has the right to make this request within 3 years after the termination of the Agreement.

5. Quality of Service

5.1. The Operator will provide the Subscriber with the quality service provided by the Agreement and the legislation.

5.2. The Operator provides access to the service within its network coverage area. The coverage map is posted on the website showing an outline of the network coverage. The map does not guarantee the actual signal of the network coverage area (the map may be updated periodically);

5.3. Services cannot be completely flawless and available everywhere. The quality of service depends on the local terrain, development, meteorological conditions, availability of third-party equipment and services, as well as other factors that may cause the signal to deteriorate, stop, have obstructions in the movement of the subscriber, near buildings, in tunnels, basements and other underground structures. These cases are beyond the competence of the Operator and will not be considered as deterioration of service quality;

5.4. The Operator is obliged to eliminate the fault within the period established by law, if such period is not defined by law - within a reasonable time;

5.5. Damage and consequently deterioration of the quality of service will not be considered a service disruption or interruption if caused by:

5.5.1. by urgent repair and preventive works;

5.5.2. under force majeure circumstances;

5.5.3. in other cases which, as a result of a reasonable judgment, may not be regarded as a deterioration in the quality of service caused by the fault of the operator;

5.6. In case the Operator fails to ensure fault elimination within the period specified in paragraph 5.4, it is obliged to pay compensation to the Subscriber at the latter's request according to the following scheme: before the fact of interruption/disruption of the service for the subscriber, taking into account the amount spent by him/her in the previous 3 calendar months, the average hourly expense multiplied by the number of hours during which the Subscriber was not able to use the service.

6. Subscriber Personal Information

6.1. the Operator processes the personal data of the Subscriber, from the moment of signing the Agreement, for the time specified by law, during which the Operator is obliged to store the information about the Subscriber and services provided to him/her;

6.2. In order to sign the agreement and provide the service operator processes the following information about the Subscriber: name, surname, date of birth, personal number, address, subscriber number, e-mail, the data necessary for identification of the communication and other data. Without processing of the mentioned data the operator will not be able to provide service to the subscriber

6.3. The data is processed by the Operator for the purposes of providing the service under the Agreement to the Subscriber, determining its quality, marketing research, product and service development, service improvement, introduction of new technologies, administration, payment, credit information management and fraud prevention;

6.4. In order to ensure the provision of service, the data shall also be processed on behalf of the Operator by authorized persons on the basis of an agreement concluded with them, the essential condition of which is the confidentiality of subscriber data and security during its processing;

6.5. the Operator may disclose his/her personal data, both inside and outside the country, to its commercial and roaming partners, other authorized operators and third parties, including State bodies in the manner prescribed by law;

6.6. If the Subscriber gives explicit consent, the Operator will process their personal data for direct marketing purposes. This means that, during the term of the Agreement (unless the Subscriber opts out), the Subscriber will receive information about individual offers from the Operator and various other companies, as well as joint products, services, promotions, sweepstakes, discounts, and personalized offers developed by the Operator and its partner companies (categories of partner company activities can be found in the Privacy Policy).

The offers may be delivered in the name of the Operator and/or other companies, using the Operator's communication channels, such as: phone calls, short text messages (SMS), voice messages, or other types of electronic messages (including, but not limited to, email, multimedia messages (MMS), push notifications via the application or website).

For this purpose, and to tailor the communication to the Subscriber's interests, the Operator may process the following data:

- Subscriber's name, surname, date of birth, personal number, age, gender, nationality;
- Subscriber's contact number and email address;
- Communication metadata (e.g., date and duration of calls/messages, device used, geolocation, internet traffic, technical logs such as IP address, and other identifiers);
- Service/product usage and payment data;
- Browsing activity via electronic networks (e.g., visited website addresses);
- Profiling and segmentation data, including behavioral and interest-based indicators (e.g., product usage frequency, app usage, payment behavior, response to marketing offers, and more).

6.7. The Subscriber may, at any time -either when signing the Agreement or afterward—freely and without any charge, withdraw or re-confirm their consent to receive marketing offers. This can be done using the same communication channel through which the offer was received (e.g., by dialing the USSD code indicated in the message or replying with the appropriate number to the message). Specific opt-out codes can be found on the Operator's website.

6.8. If the Subscriber opts out of receiving promotional messages, the Operator will stop processing their data for direct marketing purposes, meaning that the Subscriber will no longer receive promotional communications from the Operator or other companies.

6.9. Opting out of receiving promotional messages from operator will not prevent other communications service providers from sending SMS messages to subscriber. Subscriber must opt out of receiving such messages directly in accordance with their policies.

6.10. Informational (system) SMS messages, such as balance top-up/exhaust, service activation/deactivation, etc., will be sent to the subscriber as before. The same principle applies to SMS about banking transactions.

6.11. Privacy Policy is an integral part of the agreement, which explains personal data processing issues in detail. Subscriber can find Privacy Policy at the operator's website <https://cellfie.ge/en/private-customers/privacy-policy> and service offices as well.

7. Restriction and Termination of Services

7.1. In case of absence of balance/units on the subscriber account, the service will be limited one-sided; the outgoing calls, SMS and all paid services will be restricted, calls can be made to the Operator's call center and emergency service numbers (restriction is canceled by top-up of balance or purchase of services);

7.2. The service will be restricted two-sided. If 45 days have passed since the one-sided restriction of the service and the balance has not been topped up, and/or the service has not been purchased, the restriction applies to outgoing/incoming calls, SMS, etc. The Subscriber will be able to make calls to the Operator's call center and emergency service numbers (restriction is lifted by replenishing the balance);

7.3. The service to the Subscriber will be limited partially with respect to the relevant service (the restriction is lifted by the Operator no later than 24 hours after the confirmation of the fact of complete elimination of the violation) or in full, in case of violation of the rules of using the services provided for in paragraphs 2.2.4.-2.2.6 of the Agreement.

8. Force majeure

8.1. Parties shall not be liable for the failure to comply with this Agreement and inappropriate performance thereof, if it is caused by the Force Majeure circumstances, Force majeure circumstances include, but are not limited to, the following events:

8.1.1. Natural disasters, floods, earthquakes, avalanches, fires, hail, heavy snow, strikes, civil unrest, war (declared or undeclared) or other military, terrorist acts, blockades, epidemics or pandemics, default of third parties before the Operator, power outages, large-scale accident, cybercrime, obstruction of the Operator's activities by third parties, termination of service under the lawful request of the respective authority, or third party, interruption or disruption of service, which is caused only by the fault of third parties and the elimination of the said defect is beyond the control and action of the Operator.

8.2. The parties must notify each other of the force majeure circumstances as soon as possible, specifying the reason for the non-fulfillment of the obligation and the expected time of fulfillment, or fulfill the obligation immediately after the end of the force majeure circumstance.

9. Informing the Subscriber about the Changes and Communication between the Parties

9.1. The Operator may at any time, at its discretion, make changes to the Agreement, Tariffs, Tariff Plans/Packages and/or Offers and Additional Services;

9.2. The Operator will publish the information about the change on its website. In case the change concerns the increase of the service fee, or any other condition that may worsen the legal status of the Subscriber, the Operator notifies the Subscriber under an individual notification, one month before the change enters into force. If the Subscriber does not agree to the change, he/she may not continue to use the specific service, or terminate the Agreement with the Operator. Receiving the service under the changed conditions by the Subscriber is equal to his/her consent to the change. To terminate the Agreement, the Subscriber must apply to the service office of the Operator;

9.3. If the change of conditions is made in favor of the Subscriber, the Operator has the right not to observe the term for notification provided for in paragraph 9.2., in this case the Operator determines the term for notification of the change and publishes the relevant information on the website;

9.4. Communication with the Subscriber is carried out in Georgian;

9.5. Communication between the Parties is carried out in writing, including electronically (by email address specified by the Subscriber), as well as by sending an SMS message to the Subscriber. An effective means of communication between the Subscriber and the Operator is the call center, service offices, website and other online support channels;

9.6. The message sent by the Operator to the Subscriber by e-mail, as well as the SMS sent to the subscriber number shall be considered received from the moment of confirmation of the fact of sending the message by the Operator;

9.7. The message sent to the address indicated by the Subscriber by post/courier service, will be considered received from the moment of confirmation (signature) by the Subscriber according to the appropriate form, also if the delivery failed for other reasons and the message was returned to the Operator;

9.8. Failure to receive the notification by the Subscriber does not release him/her from fulfilling the obligations under the Agreement, nor does it entitle him/her to any rights.

10. Porting

10.1. The Subscriber has the right to replace the Operator with another operator (receiving operator) by maintaining the subscriber number/index;

10.2. For porting, the Subscriber shall apply to the receiving operator;

10.3. From the moment of submitting the application until the porting, the Subscriber will not be able to register the subscriber number on another person, as well as to terminate the Agreement with the Operator;

10.4. Information on the exact date and time of porting will be provided to the Subscriber by the receiving operator;

10.5. The subscriber number cannot be ported if:

10.5.1. The subscriber number requested by the applicant belongs to another person, or the application has been submitted by an unauthorized person, or the owner of the subscriber number is unidentified;

10.5.2. The Subscriber has already submitted an application for porting the same subscriber number to another receiving operator;

10.5.3. 30 days have not elapsed since the purchase of the subscriber number or the last porting of the subscriber number;

10.5.4. The Subscriber has a debt for the service received from the Operator on the subscriber number he/she requests porting, and/or services are restricted to him/her due to the debt;

10.6. The Subscriber is entitled to back out of porting 1 hour before the time specified for physical porting of the subscriber number, by submitting a relevant application to the receiving operator.

10.7. If after porting it is found that the Subscriber has a debt to the Operator, the debt can be covered only in the service offices of the Operator. In case of non-payment of debt, the service on the ported number will be restricted;

10.8. At the moment of porting, the amount available on the subscriber account will be transferred to the receiving operator.

11. Grievance Procedure

11.1. The Subscriber can apply to the Operator's call center orally with any claim related to the service, or write a complaint;

- 11.2. The conditions for submitting and reviewing the complaint/claim (grievance procedure and mechanism) are given on the Operator's website;
- 11.3. The Operator will review the Subscriber's claim/complaint and make a decision thereof within 15 days after its submission;
- 11.4. The Subscriber can apply to the Public Defender of Consumer Rights with the Communications Commission, in case he/she does not agree with the decision of the Operator.

12. Term and Termination of the Agreement

- 12.1. The Agreement enters into force from the date of its signing and is valid until its termination.
- 12.2. The Agreement may be terminated in the following cases:
- 12.2.1. At any time at the initiative of the Subscriber, on the basis of a written application submitted to the Operator's office;
- 12.2.2. In case of non-elimination of the grounds for the one-sided restriction of service within 55 days;
- 12.2.3. As a result of violation by the Subscriber of the rules for using the services provided for in paragraphs 2.2.4.-2.2.6 of the Agreement.
- 12.2.4. In case of registering the subscriber number to another person;
- 12.2.5. If the subscriber number was ported from the Operator's network.

13. Responsibility

- 13.1. The Parties shall compensate each other for the damage caused by the violation of the terms and conditions of the Agreement:
- 13.1.1. The Subscriber shall reimburse the Operator for the damage caused by his/her confirmed, culpable act caused by non-fulfillment or improper fulfillment of the obligations stipulated by the Agreement;
- 13.1.2. The Operator's liability for damages to the Subscriber is limited to paying compensation to the Subscriber in accordance with paragraph 5.6 of the Agreement.
- 13.1.3. The Operator will be released from the obligation to pay compensation if the service is interrupted or disrupted in the cases provided for in paragraphs 5.3., 5.5. of the Agreement.

14. Transfer of Rights and Obligations

- 14.1. The Subscriber has the right to transfer the rights and obligations under the Agreement to a third party only with the consent of the Operator. This reservation does not exclude the right of the Operator to receive the performance offered by a third party;
- 14.2. The Operator has the right to transfer the rights and obligations under the Agreement to a third party by giving prior notice to the Subscriber.

15. Conclusive Provisions

- 15.1. The Agreement is drafted and interpreted in accordance with the legislation of Georgia;
- 15.2. In case the Agreement is signed electronically, the parties agree and confirm that an electronic signature affixed by a party and/or its representative shall have the same legal force as a handwritten (wet-ink) signature on a physical document. Any electronic copy of this Agreement shall be deemed an original and shall have the same legal effect as a hard copy.
- 15.3. The Subscriber confirms that he/she has fully read and agrees to the terms and conditions of the Subscriber Agreement;
- 15.4. The Parties shall settle any dispute arising out of or in connection with the Agreement by mutual agreement, and in case they fail to reach an agreement, the Parties may apply to the Tbilisi City Court;
- 15.5. The total or partial invalidity of a separate provision or article of the Agreement does not affect other provisions of the Agreement;
- 15.6. The Agreement is drawn up in Georgian, in two copies each having equal legal force, wherefrom each party will get one copy.