

Scheaule 5	
APPROVED	
C Rostelecom	by Order of PJS
2020	No dated
Annex 1	
vice contract	to communications se

Rules of communications service provision by PJSC Rostelecom to individuals

1. General

1.1. Scope and subject of the regulation

- 1.1.1. These Rules of communications service provision by PJSC Rostelecom to individuals (natural persons) (hereinafter the "Rules") were developed in accordance with the Russian Civil Code, Federal Communications Act, other Russian law, and shall regulate relations between Subscriber and Operator in the course of communications services provision under the Contract.
- 1.1.2. These Rules shall be made an integral part of the Contract, and by making the Contract, the Subscriber agrees with terms and conditions of the Rules.
- 1.1.3. Where a separate agreement by the Parties sets forth terms and conditions of communications service provision, other than stipulated in these Rules, relevant rules set forth in the separate agreement shall apply.
- 1.1.4. The Operator shall provide communications services in accordance with the Federal Communications Act, Rules of communications service provision, and on the basis of licenses granted for provision of certain types of communication services. Identification details of the licenses granted to the Operator, can be found on Rostelecom website at rt.ru and in sales and subscriber service offices of the Operator:

License	Type of activities	Operation	Effective term
No		territory	
166748	Communications services for the purpose of cable	Entire Russia	28.10.2018
	broadcasting		28.10.2023
166734	Data services for the purpose of voice information	Entire Russia	25.05.2016
	<u>transmission</u>		25.05.2021
166733	Electronic transmission services	Entire Russia	16.02.2016
			16.02.2021
166731	Intra-numbering plan area telephone services	Entire Russia	16.02.2016
			16.02.2021
166728	Data services, other than data services for the purpose of	Entire Russia	27.01.2016
	voice information transmission		27.01.2021
166730	Local telephone services, other than local telephone	Entire Russia	27.01.2016
	services provided using public payphones and public		27.01.2021
	access offices		
<u>166743</u>	Domestic long-distance and international telephone	Entire Russia	11.12.2013
	services		11.12.2020

1.2. Terms and definitions

For the purposes of these Rules the following terms and definitions shall be used:

[&]quot;Subscriber" shall mean an individual (natural person) with whom a Contract is made while a subscriber number and/or unique identification code is assigned for these purposes.

[&]quot;Subscriber Terminal" (Equipment") shall mean a device, including relevant software, lawfully possessed by Subscriber and enabling the Subscriber's access to Services by way of connecting such device (equipment) to the Operator Network.



- "Beneficiary" shall mean a person for whose benefits the Subscriber acts on the basis of, without limitation, agency agreement, surety agreement, on a commission and trust agreement in the course of operations involving monetary funds and other property.
- **"Beneficiary Owner"** shall mean an individual who is able directly or indirectly (via third parties) to ultimately exercise control over the Subscriber actions.
- "Communications Service Contract (the "Contract") shall mean an agreement between the Operator and Subscriber, under which the Operator shall provide Services to the Subscriber, while the Subscriber shall duly accept and make payments for the Services rendered to the Subscriber.
- "Addendum" shall mean each and any additional agreement incorporated into the Contract, introduced in order to make amendments to and modifications of the Contract.
- "Additional Subscriber Number" shall mean a telephone number uniquely determining (identifying) technical and software facilities of the network node of local telephony, enabling call forwarding of incoming calls.
- "Private Cabinet" (Unified Private Cabinet or UPC) shall mean a system providing to the Subscriber an interface for remote management of the Network Operator services (monitoring the Personal Account, receiving information about issued invoices and paid services, making payments for services using various payment methods, adding and deleting services, etc.).
- "Personal Account" shall mean a record entered into the Automated Accounting and Billing System of the Operator and used for accounting for the volume of rendered Services, credited and debited funds, received as payments for Services.

The "Operator" shall mean PJSC Rostelecom (Rostelecom).

"Billing Period" shall mean a calendar month in which the relevant Services were rendered.

The "Rules" shall mean these Rules, with amendments, supplements and annexes hereto, which are incorporated into the Contract.

"Rules of Communications Service Provision" shall mean the Rules of telephone service provision, as approved by Order of the Russian Government No 1342 of 09.12.2014, the Rules of data service provision as approved by Order of the Russian Government No 32 of 23.01.2006, the Rules of electronic transmission service provision, as approved by Order of the Russian Government No 575 of 10.09.2007, the Rules of communications service provision for the purpose of TV and/or radio broadcasting, as approved by Order of the Russian Government No 785 of 22.12.2006.

The "Parties" shall mean collectively the Subscriber and Operator.

- "Operator's Network" (the 'Network") shall mean a technology system including communications lines and facilities, required in order to provide Communications Services to Subscribers on the basis of relevant licenses.
- "Rate" shall mean the charge applied for the purposes of accounting and making payments between the Parties for the rendered Services.
- "Pricing Plan" shall mean a consistent set of pricing terms and conditions, that is offered by the Operator in respect of using one or more communications services.
- "Service" or "Communications Service" shall mean each of the communications services provided by the Operator to the Subscriber subject to terms and conditions of the Contract.

The Parties will use terms and definitions listed in this paragraph to interpret and construe these Rules and the Contract.

2. Procedure and conditions for the Contract conclusion, amendment and termination

2.1. Making the Contract

- 2.1.1. Services shall be provided under the Contract to be negotiated and made between the Operator and Subscriber.
- 2.1.2. The Contract shall be executed in duplicate both counterparts of identical legal force, one counterpart for either Party.
- 2.1.3. These Rules shall be annexed to and incorporated into the Contract, and posted on the Operator website, as well as displayed in sales and subscriber service offices of the Operator.



- 2.1.4. By using the Operator Services the Subscriber unconditionally accepts and agrees with these Rules.
- 2.1.5. Services shall be provided by the Operator to the Subscriber subject to technical availability.
- 2.1.6. Upon the Subscriber request the Contract will be made for a definite effective term. The Contract shall be deemed concluded for an indefinite effective term, unless the Parties agrees on a definite effective term in writing.

2.2. Amending and supplementing the Contract

- 2.2.1. Any amendments and supplements to the Contract shall be executed in writing upon agreement between the Operator and Subscriber, by executing relevant Addenda to the Contract, except amendments and supplements to be introduced by either Party unilaterally pursuant to these Rules or applicable Russian law. In the event of the Contract modification, the Parties' rights and obligations shall be deemed modified as of executing the relevant Addendum, and in the event of amending the Contract unilaterally as of completing by the authorized Party of relevant actions aimed at amending the Contract (in the event of new rates and/or pricing plans introduction: ten (10) days after relevant publication on the Operator's official website, in accordance with the Rules of communications service provision).
- 2.2.2. Making amendments to the Contract, including modifications of the list of Services to be provided, Pricing Plans, change of the method of delivery of invoices for Services, as initiated by the Subscriber, shall be accomplished by executing an Addendum between the Parties. Subscriber's requests and instructions filed using an analogue of the handwritten signature shall have the legal force and effect equal to the legal force of the Subcriber's own handwritten signatures.

2.3. Termination/discontinuation of the Contract

- 2.3.1. The Contract may be terminated at any time upon agreement of the Parties.
- 2.3.2. The Subscriber shall be entitled to terminate the Contract unilaterally at any time by making a statement of a unilateral termination of the Contract and submitting such statement to the Operator, while the Operator reserves the right to demand from the Subscriber payments of all actually incurred expenses of the Operator sustained for provisioning of access to Services, if such expenses were not paid by the Subscriber upon provision of access to the Service. The date of the Contract termination, set forth in the termination statement, given requirements of par. 3.3.5.of the Rules, shall be deemed the Contract termination date, unless otherwise is stated in the termination statement.
- 2.3.3. The Operator shall be entitled to terminate the Contract unilaterally, if the Subscriber fails to remedy violations of requirements of the Federal Communications Act No 123-FZ of 07.07.2003, Rules of communications service provision or these Rules (including failure to make due payments for Services) upon expiry of six (6) months after the date of receipt by the Subscriber of a notice in writing from the Operator about the Operator's intention to suspend Service provision.
- 2.3.4. In the event of termination of the Subscriber's right of possession and use of the premises specified in the Contract, where the relevant Equipment required for Service provision is installed, the Contract with the Subscriber shall be terminated:
- 2.3.4.1. as of the receipt by the Operator of a notice from the Subscriber about termination of the Subscriber's rights of possession and/or use of the relevant premises or of a request from a new owner of such premises to conclude a Contract, as far as telephone services are concerned;
- 2.3.4.2. as of the time of losing by the Subscriber of the right of possession and use in respect of the specified in the Contract premises, where the Equipment for Service provision is installed, as far as any other communications services are concerned.

3. Rights and obligations of the Parties.

3.1. The Operator shall:

- 3.1.1. provide Services to the Subscriber in accordance with applicable Russian law, licenses, the Contract, these Rules. The Operator shall guarantee provision of services under the Contract subject to availability of the Equipment installed on the Subscriber's site for service provision, availability of 220 V AC power supply.
- 3.1.2. at the Subscriber's request rectify faults, preventing use of Services, subject to technical capabilities and within not more than 14 calendar days, except cases where the Operator has no access to the location



of a fault not attributed to the Operator. In certain circumstances (depending on the geographic location of the populated area, climate conditions, etc.) faults will be rectified within technically reasonable period that might be longer that 14 calendar days. The Operator will rectify faults attributed to the Subscriber, given technical capabilities and for extra charge in accordance with effective Rate of the Operator.

- 3.1.3. within timeline and according to the procedure stipulated by applicable effective law and the Contract notify the Subscriber about changes of Rates for Services introduced by the Operator.
- 3.1.4. in accordance with Article 9 of the Federal law No 230-FZ of 03.07.2016 "Protection of rights and legal interests of individuals in the course of pursuing activities aimed at recovering of overdue debts and making amendments into the federal law on Microfinancing activities and microfinancing organizations" within thirty business days after engaging other party to pursue activities involving the indebted Subscriber and aimed at recovering the overdue debt owed for the Services rendered, the Operator shall accordingly notify the indebted Subscriber thereof by sending a relevant notice by mail without an envelope or by regular mail, or by sending an SMS, subject to availability of the Subscriber consent in accordance with par. 11 of the Communications Service Contract.

In the event of engaging by the Operator of a third party for pursuing activities involving the indebted Subscriber and aimed at collecting the overdue debt amount, the person pursuing such activities on behalf of the Operator and/or in the Operator's interests shall accordingly notify the indebted Subscriber within thirty business days by sending a notice thereof by mail without an envelope or by regular letter.

3.1.5. Notices to be sent by the Operator or by person acting on behalf and/or in the Operator's interests to the indebted Subscriber for the purpose of collecting the overdue debt, including notices, mentioned in par. 3.1.4 of these Rules, may be signed using a facsimile reproduction of the authorized person's signature.

3.2. The Operator shall be entitled:

- 3.2.1. to suspend provision of Services to the Subscriber subject to a suspension notice to be given to the Subscriber, in the event of violation by the Subscriber of requirements related to provision of such Services and established by the Federal Communications Act, other statutory regulations and the Contract, including the Subscriber's failure to meet the due dates of making payments for the Services provided to the Subscriber, and to comply with obligations set forth in par. 3.3.9. of these Rules, until the relevant violation is cured, or documents confirming payment to the Operator of the cost of the Services rendered are submitted (if the suspension of the Services provision was attributed to the failure to meet due dates of making payments for such Services).
- 3.2.2. to make proposals for changing the Contract, for connecting new Services by the Subscriber, by placing an offer on Rostelecom website at www.rt.ru or by sending a written notice to the Subscriber on invoice form or using other methods.
- 3.2.3. at its own discretion to independently establish and/or change Pricing Plans, specific Rates for Services, determine other pricing conditions of the Service provision, provided that the Subscriber is notified at least ten (10) days in advance of the introduction of these changes by posting relevant information on Rostelecom website at www .rt.ru, displaying the information in sales and subscriber service offices of the Operator. The Operator shall be entitled to additionally notify Subscribers of the introduction of changes by placing information about the changes on invoice forms, displaying the information in sales and subscriber service offices of the Operator, as well as by means of electronic, facsimile, written messages, etc.
- 3.2.4. to demand from the Subscriber to fulfill obligations under the Contract, including unfulfilled monetary obligations to the Operator.
- 3.2.5. to transfer information about the Subscriber to operators of interconnected networks for the purpose of performing mutual accounting and payments for the Services and reviewing claims.
- 3.2.6. to demand reimbursement of the full restoration cost of the Operator's equipment if it was damaged due to the Subscriber's fault, and payment in full of the equipment cost in the case of the Subscriber's failure to return the equipment.



- 3.2.7. to provide (send) to the Subscriber information, including advertisements, about the Operator's Services, methods and conditions of their provision and ordering procedure in accordance with requirements of the current law.
- 3.2.8. to suspend provision of Services in case of violation by the Subscriber of the requirements established by these Rules (Contract), including failure to meet due date of payments for the Services, as well as in the case of the Subscriber's failure to comply with statutory regulations in the field of communications, until the relevant violations are cured. The Network Operator shall be entitled to suspend provision to the Subscriber of those Services only, in respect of which the Subscriber committed violations of requirements set forth in applicable Russian law and the Contract, including these Rules. With regard to suspension of local telephone service provision, the Operator shall be entitled to suspend provision to the Subscriber of the round-the-clock capability to make free emergency calls, only if specific technical and technological features of the Operator Network make it impossible to maintain such a capability while suspending provision to the Subscriber of local telephone services.

3.3. The Subscriber shall:

- 3.3.1. make payments for the Services in full and when due as specified in the Contract, in accordance with the Rates of the Operator effective at the time of provision of the relevant Services.
- 3.3.2. within not more than 60 calendar days after the relevant changes take effect, notify the Operator about any change of the surname, given name, patronymic, place of registration (residence) specified in the Contract, termination of the right of possession and/or use of the premises where the Subscriber's user (terminal) equipment is installed, or the Subscriber's mailing address.
- 3.3.3. not use computer programs or other computer information to be knowingly intended for unauthorized destruction, blocking, modification of software that enables unauthorized use of the Operator's services (unauthorized viewing of IPTV, television channels that are not included in the pricing plan selected by the Subscriber, using of logins and passwords for Internet access not belonging to the Subscriber), for copying computer information or disabling computer information protection features on the Operator equipment. In the event of a violation of requirements of this paragraph, the Subscriber may be held criminally liable in accordance with current applicable Russian law.
- 3.3.4. ensure unimpeded access of the Operator's employees (persons authorized by the Operator) who produced appropriate certificate (power of attorney), in order to perform works required for the Contract fulfillment, as well as to inspect, repair and maintain facilities, structures, communication lines located in the premises, as well as on land plots possessed and/or used by the Subscriber, including access to the common property of the owners, on which such facilities, structures, communication lines are located.
- 3.3.5. in the event of a unilateral full (partial) refusal to perform under the Contract, notify the Operator thereof accordingly at any time, as well as pay to the Operator the cost of the provided Services in the amount stipulated according to Rates of the Operator effective at the time of such Services provision. Payment must be made for the period lasting until the date of the relevant refusal to perform under the Contract specified in the notice, but not later than the date of receipt by the Operator of the abovementioned notice of refusal to perform under the Contract.
- 3.3.6. prevent making any unauthorized connections to the network of user (terminal) devices and other terminal equipment, connection to other subscriber lines, as well as unauthorized connection to the network of user (terminal) devices with assigned subscriber numbers in excess of quantity specified in the Contract and relevant Addenda. The user (terminal) device and other terminal equipment, communication channels (subscriber lines) provided by the Operator shall not be used to receive any services, unless provision of such services by the Operator or other persons is stipulated in the Contract.
- 3.3.7. prevent any use of communication facilities, user (terminal) device and other terminal equipment, including any systematically making calls without the purpose of transmitting voice and/or non-voice information to deliberately create for other subscribers conditions impeding the use of Services, as well as for the purpose of interfering with normal operations of the network; not use any Services for unlawful purposes and not take actions that harm the Operator and/or third parties, or any actions that interfere with normal operation of the network, equipment, software of the Operator and third parties; without an additional written consent of the Operator not use the Services for holding lotteries, voting, contests,



quizzes, for advertising, polls, mass mailing of messages, for installation of gateways to access telecommunications network and Internet telephony, for organizing access from the public communication network to pools of modems or network nodes for the purpose of transmitting data and electronic transmission services, provision of phone card platforms, etc. The Subscriber shall likewise not be entitled to use the Operator network for carrying traffic of other operators and use substitution of Anumber of the calling party.

- 3.3.8. not use any user (terminal) device and/or assigned subscriber number for provision of Services to third parties, including provision by setting up gateways for accessing networks, IP-telephony, etc.
- 3.3.9. in the course of receiving the Services use certified equipment and licensed software only, while in the event of failure to comply with this provision the Subscriber will run the risk of adverse consequences for the Subscriber, including those associated with a possibility of an unauthorized connection. If the Subscriber terminal equipment does not support the data rates stated in the selected Pricing Plan, the speed of the Internet connection (data rate) may be less than stated in the selected Pricing Plan, if the Internet connection is set up via a Wi-Fi network.
- 3.3.10. when concluding of the Contract, make oneself well aware of these Rules and Rates/Pricing Plans of the Operator.
- 3.3.11. not take actions, knowingly intended to disrupt normal operation and performance of the Operator equipment, or to gain unauthorized access to the Operator equipment or networks.
- 3.3.12. whenever a username, password and codeword are provided to the Subscriber for provision of the Services, the Subscriber shall be obliged to prevent unauthorized use by third parties of the relevant username, password and codeword in the name of the Subscriber. If the Equipment used to receive the Services has a factory (insecure) user account, the Subscriber shall be obliged to change this factory account in the Equipment settings to a personal account (different from the factory one), as well as to take any required measures to prevent making any unauthorized connection to the Equipment.
- 3.3.13. The Subscriber shall compensate the losses of the Operator in full (real damages and loss of profits) caused by compelled suspension of the Service the provision arising from damage and/or outage of the Operator equipment attributed to the Subscriber's fault.
- 3.3.14. In accordance with Federal Russian Law No. 115-FZ of 7 August 2001 "On Counteracting the Legalization (Laundering) of Criminally Obtained Incomes and the Financing of Terrorism" (hereinafter Federal Law No 115-FZ), if any information on Beneficial Owners is available to the Subscriber by signing the Contract the Subscriber shall confirm that the Subscriber's Beneficial Owners are not officials of public international organizations; foreign public officials, their spouses, close relatives (relatives in a direct ascending and descending line (parents and children, grandfather, grandmother and grandchildren), full-blooded and not full-blooded (having a common father or mother) brothers and sisters (step-brothers and sisters), adoptive parents and adopted children); persons acting in (holding) positions in the Russian Government, positions of members of the Board of Directors of the Central Bank of the Russian Federation, positions in the federal civil service, where appointment to and dismissal from such positions are carried out by the President of the Russian Federation or the Government of the Russian Federation; positions in the Central Bank of the Russian Federation, state corporations and other organizations established by the Russian Federation on the basis of federal laws, where such positions are included in the lists of positions determined by the President of the Russian Federation.

If the Subscriber's Beneficial Owners are any of the above listed persons, the Subscriber shall notify the Operator of this fact when making the Contract and provide the Operator with more detailed information regarding this fact.

In addition, when concluding the Contract, the Subscriber shall provide the Operator with following information about representatives, Beneficial Owners and Beneficiaries:

• in respect of individuals: the last name, first name, and patronymic (unless otherwise follows from the law or national custom), citizenship, date of birth, details of the identity document (name, series and number of the document, date of issue of the document, name of the authority, issuing the document, and division code (if any), migration card data (series, card number, start date of stay and end date of stay), details of a document confirming the right of a foreign citizen or



- stateless person to stay (reside) in the Russian Federation (series (if any) and document number, start date of validity of the right to stay (residence), date of expiration of the right to stay (residence), information about (address) of registration at the place of residence and on the actual place of residence (place of stay), taxpayer identification number (if any);
- in respect of legal entities: name (full, abbreviated (if any) name and name in a foreign language (if any), organizational and legal form, taxpayer identification number or code of a foreign organization, information on state registration: main state registration number (registration number in the country of registration for a non-resident), series and number of the document confirming state registration, address (domicile) indicated in the Unified State Register of Legal Entities, location indicated in the foundation documents, address (location) of a representative office, branch, other separate subdivisions of a non-resident in the territory of the Russian Federation or information on registration at the place of residence and on the actual place of residence (place of stay) of an individual an authorized representative of a non-resident in the territory of the Russian Federation (if any);
- in respect of a foreign structure without establishment of a legal entity: name, registration number (numbers) (if any) assigned to a foreign structure without forming a legal entity in the state (territory) of its registration (incorporation) upon registration (incorporation), code (codes) (if there is) a foreign structure without establishment of a legal entity in the state (on the territory) of its registration (incorporation) as a taxpayer (or their analogues), the place of business, and in relation to trusts and other foreign structures without the formation of a legal entity with a similar structure or the function is also the composition of the property under management (ownership), last name, first name, patronymic (if any) (name) and residence (location) address of the place of the founders and the trustee (manager).
- 3.3.15. The Subscriber shall be obliged on a regular basis, but at least once a year, to update and provide to the Operator the information required to be provided upon acceptance for service, and in the event of any changes in such information or if the Operator has doubts about the reliability and accuracy of such information provided by the Subscriber, the Subscriber shall provide the Operator with modified information or supply confirmations of validity of the information, available to the Operator, within 7 (seven) business days after the date of such changes or receipt of a request from the Operator. If the Subscriber fails to provide information to the Operator, information about the Subscriber shall be deemed updated.

Provisions of par. 3.3.14 and 3.3.15 of the Rules shall not apply if the Subscriber is a person defined in subparagraph 2, par. 1, Article 7 of Federal law No 115-FZ, except for cases where an authorized body sends requests in accordance with subparagraph 5, par. 1, Article 7 of Federal law No 115-FZ.

3.4. The Subscriber shall be entitled:

- 3.4.1. to receive from the Operator information required for the Contract performance, including information about the Operator's identification details, operating hours, Rates and offered Services, state of the Subscriber's personal account.
- 3.4.2. to demand to rectify faults impeding the use of the Services within the time limits established by effective statutory regulations.
- 3.4.3. the Subscriber's rights and obligations under the Contract shall not be transferred to other persons without a prior written consent of the Operator.
- 3.4.4. to notify the Operator of a change in the invoice delivery address within a reasonable time after changing such delivery address or using the "Private Cabinet" (if technically possible).

4. Cost of Services, billing and payment procedure.

4.1. Rates charged for Services

4.1.1. The cost of the Services provided to the Subscriber by the Operator under this Contract shall be determined according to the Rates of the Operator effective at the time of the relevant Service provision. The Rates for the Services shall be approved by the Operator independently. Rates for Services that are subject to state regulation and included in the List approved by Order of the Russian Government No 637



- of 24.10.2005, shall be approved by the Operator independently within the limits established by the government for rates for such Services. Rates can be changed by the Operator in accordance with par. 3.2.3, of the Rules.
- 4.1.2. If Rate changes occur in the period, in respect of which the Subscriber has already paid for the Operator's Services before the changes were introduced, the Operator shall adjust the Service cost for the Subscriber starting from the date of relevant changes taking effect.
- 4.1.3. If amendments made to the Contract require performance of relevant work by the Operator, these works shall be paid for by the Subscriber, on whose initiative the amendments were made to the Contract terms, and in the amount determined according to the Rate of the Operator effective at the time of the relevant Service provision, on the basis of invoices issued by the Operator or other persons authorized by the Operator.

4.2. Invoices for Services

- 4.2.1. The Operator shall monthly issue to the Subscriber an invoice for the Services rendered under the Contract. An invoice is a document reflecting the Subscriber's monetary obligations, while the Subscriber is able to get additional information by following the procedure prescribed in par.4.2.6 of the Rules.
- 4.2.2. An invoice shall be rendered to the Subscriber in accordance with the chosen method. The options offered for invoice delivery shall be mutually exclusive for each other, except for delivery through Unified Private Cabinet.
- 4.2.3. If an invoice is delivered to the Subscriber by courier to the place of registration, or to the location of terminal (subscriber) equipment, the obligation of the Operator shall be deemed discharged upon delivery of the invoice to the relevant mailbox. If an invoice is provided to the Subscriber through the Private Cabinet, or at the email address specified by the Subscriber, the obligation to ensure provision of an invoice shall be deemed discharged as of the time when the invoice is posted in the Private Cabinet or sent to the email address specified by the Subscriber, respectively.
- 4.2.4. Invoices issued by other service providers, on whose behalf the Operator issues invoices based on contracts concluded with such operators shall be delivered by the method of invoice delivery selected by the Subscriber.
- 4.2.5. Loss of or non-receipt by the Subscriber of any invoice issued by the Operator and other accounting documents, caused without limitation by a failure to perform the duty prescribed by par. 3.3.2. of these Rules, shall not relieve the Subscriber from obligations to make payments for the Services when due.
- 4.2.6. The Subscriber can clarify the amount payable by calling the Operator's information service or (if technically possible) through the "Private Cabinet", or by requesting customer service offices of the Operator to provide a duplicate invoice.
- 4.2.7. Readings of the Operator's telecommunications equipment that measures the volume of rendered Services shall be the basis for accounting and invoicing.

4.3. Method of making payments for Services

- 4.3.1. The Subscriber shall make payments for Services according to the selected payment arrangements. The payment arrangements in respect of the Services as specified in par. 4.3.2 and 4.3.3 of the Rules will be offered to the Subscriber subject to availability of relevant technical capabilities of the Operator.
- 4.3.2. Where arrangements for making deferred payments for the Services are selected, the amount payable for the Services will be determined given the cost of the Services rendered to the Subscriber in the Billing Period, as well as other payments, and the outstanding debt for previous Billing Periods. The Subscriber shall make payment for the Services rendered by the Operator within 20 days following the end of the relevant Billing Period.

The Subscriber shall be entitled to make advance payments for the Operator's Services. The amount of the Subscriber's payment shall be taken into account by the Operator when invoicing for the Services provided to the Subscriber in the Billing Period.

4.3.3. If arrangements for making advance payments for the Services are selected, payments for the Services shall be made by the Subscriber before the 1st day of relevant Billing Periods. The amount payable stated in the invoice for the Services shall be determined based on the accrued charges and remaining balance as at the beginning of the Billing Period, and payments for the Billing Period. If



Services were provided to the Subscriber for the first time, the advance payment amount payable for the first Billing Period shall be determined based on the Subscriber's expected need for the Services. If the advance payment amount exceeds the cost of the Services provided, the Operator shall credit the resulting overpaid amount to payment for the Services in the next Billing Period. The Subscriber shall independently monitor the availability of funds in its personal account, receiving information by calling the reference and information service of the Operator, from the Operator subdivision, in the "Private Cabinet", etc.

If arrangements for making advance payments for the Services are selected, payments for the Services can be made by automatically debiting the Subscriber's Personal Account in the Billing Period preceding the period of the Service provision commencement in the Billing Period, subject to availability of the Operator's required technical capabilities. In this case, no later than 5 (five) business days after the date of the Contract conclusion (unless otherwise is stated in the Contract) the Subscriber shall be obliged to deposit to the Personal Account payments for the chargeable Services. At the time of commencement of the relevant Services provision, the balance of the Personal Account must be sufficient to pay for the Services. If the advance payment amount is exhausted, Service provision shall be suspended without giving a prior notice to the Subscriber.

- 4.3.4. The Subscriber shall be entitled to instruct the Subscriber bank to debit the Subscriber's bank account on the basis of the Operator's demand, subject to notice in writing thereof to be given to the Operator. In this case, the Operator shall submit to the bank duly executed relevant demands.
- 4.3.5. The Subscriber shall be entitled to apply to the Operator with a request for separation/merging of Personal Accounts. After receiving such request, the Operator (subject to technical availability) shall account for each of the Services provided to the Subscriber on a separate/single Personal Account starting not later than on the first day of the month following the Subscriber's request (if the Subscriber's request is received by the Operator before the 20th day of the corresponding month inclusively) or as of the first day of the second month following the Subscriber's request (if the Subscriber's request is received by the Operator after the 20th day of the corresponding month).
- 4.3.6. With respect to telephone services, the Subscriber shall be obliged to pay for the Services rendered prior to the receipt by the Operator of a notice of termination of the rights of possession and/or use of the premises in which the Equipment for the provision of the Services is installed. In respect to other Services, the Subscriber shall be obliged to pay for the Services provided prior to the loss by the Subscriber of the right of possession and use of the premises specified in the Contract in which the Equipment for the Service provision is installed.
- 4.3.7. If accounting for Services is maintained on a single Personal Account, and no Subscriber's instruction is available regarding application of a payment received in the single Personal Account, the funds shall be applied in the following order: first of all, the outstanding debt for all Services should be paid off; in the second place, funds should be applied to make current payments for the Services depending on the payment arrangements selected by the Subscriber, while the balance of the received funds should be credited to the single Personal Account as an advance payment.

4.4. Form of payments

4.4.1. The Subscriber shall be entitled to make payments for the Services at the Subscriber's discretion: either in cash funds, or in a cashless form.

5. Liability of the Parties. Dispute resolution.

- 5.1. In the event of failure to make payments, making incomplete or overdue payments for the Services provided under the Contract, the Subscriber shall be held liable according to applicable Russian law.
- 5.2. The Operator shall be responsible for the confidentiality and security of the personal data of the Subscriber and the Subscriber's representative.
- 5.3. The Operator shall not be responsible for the content of information transmitted by the Subscriber over telecommunication networks.



- 5.4. Unless otherwise is prescribed by applicable law or the Contract, the Parties shall be relieved from liability for violation of obligations under this Contract, if proper performance under the Contract was made impossible due to force majeure circumstances.
- 5.5. In the event of failure to perform or improper performance by the Operator of obligations under the Contract, it shall be mandatory for the Subscriber to file a claim with the Operator before going to court. Subscriber's claims shall be reviewed by the Operator according to the procedure and within timelines set forth in the current statutory regulations.
- 5.6. In the event of failure to perform or improper performance by the Subscriber of obligations set forth in this Contract, the Operator shall be entitled to file a court lawsuit against the Subscriber at the location of the Operator's branch, in whose service area the installation address of the Subscriber equipment is located.
- 5.7. The Operator responsibility area shall be limited to the equipment and/or network of the Operator. The Subscriber is solely responsible for its own and installed terminal communications equipment/communication lines under the contract, while it is obligatory to get the Operator's approval in writing for the installation of such equipment (telephones, automatic telephone exchanges, etc.), unless such equipment is transferred by the Subscriber to the Operator for maintenance under the concluded communications service contract. Maintenance of the Subscriber's communications equipment/lines shall be carried out by the Operator pursuant to a separate maintenance contract.

6. Personal data processing and sending advertising information.

- 6.1. By entering into the Contract, the Subscriber agrees with processing by the Operator of information about the Subscriber, including personal data (hereinafter the "Data"), except information constituting communications secret, for the purposes of execution of or in connection with performance under the Contract, and also consents to:
- 6.1.1. transfers (provision) by the Operator and further processing of the Data by subsidiaries, dependent and other persons affiliated with the Operator (hereinafter referred to as "Affiliated Persons") for statistical and analytical purposes, as well as for the purpose of offering goods (works, services) of the Operator and Affiliated Persons.

The list of Affiliated Persons is posted on the Operator's website at www.rt.ru.

6.1.2. transfers (provision) of the Data and to the instruction issued by the Operator to third parties to process the Data for the purpose of conclusion, performance or in connection with performance of the Contract, as well as for the purpose of fulfillment by the Operator of its obligations or fulfillment by third parties of their obligations toward the Operator under contracts concluded in connection with performance under the Contract and aimed, in particular, at improving communications services, organizing reference and information services for the Subscriber, providing to the Subscriber services technologically related to communications services, accounting and making payments for communications services, at the storage (systematization, binding documents in folders, inventory creation, electronic archives, etc.) of the Contract(s) and other contractual documentation, refunding monetary amounts contributed by the Subscriber as an advance payment for communications services, exercising the rights and legitimate interests of the Subscriber and Operator, at the performance by the Operator of the duties imposed on the Operator according to statutory regulations (including those enacted in the field of combating legalization (laundering) of proceeds from crime and financing of terrorism), preventing and combating fraud and distribution of malicious software, provision of information and statistical services.

The list of third parties which process Subscriber's personal data on the instructions from the Operator, a list of actions performed with personal data, and other information about such third parties shall be posted on the Operator's website at www.rt.ru.

Consent to personal data processing shall include consent to personal data processing performed both using automation tools and without the use of such tools, by any method required to achieve the purpose of processing. Consent to personal data processing is given for the entire processing period required to achieve the goals of such processing, and until expiry of the time limits established by statutory regulation,



within which the Operator is obliged to store information about the Subscriber and the services provided to the Subscriber.

Provisions of this par. 6.1. of the Rules shall apply only in cases where the necessity to obtain consent to the processing of the relevant information is stipulated according to requirements of applicable Russian law.

The Subscriber was made aware that pursuant to provisions of applicable Russian law, personal data processing, including issuing instructions to third parties to process such personal data, performed for the purposes of conclusion and/or fulfillment of a communications service contract, to which a Subscriber who is a citizen is a party, and/or performed in order to exercise legal rights and interests of the Operator or a Subscriber who is a citizen, can be performed without consent of such Subscriber who is a citizen.

- 6.2. By entering into the Contract, the Subscriber agrees to receive advertising materials, and also gives consent to the use (processing, transfer) of information about the Subscriber, including personal data, except information constituting a communications secret, in order to promote and offer goods (works, services) of the Operator and third parties, including such actions performed by making direct contacts with the Subscriber using communications means.
- 6.3. The Subscriber shall be entitled to refuse to perform actions listed in par. 6.1 and par. 6.2 of the Rules by using the following methods:
- 6.3.1. by ticking a special "I disagree" box in the Contract;
- 6.3.2. by sending to the Operator a relevant written notice.

If it is technically possible, the Subscriber may express the refusal described in this paragraph by performing implicative actions. The list and procedure of such actions shall be determined by the Operator.

7. Miscellaneous.

- 7.1. Specifics of the Service provision and provision of the Equipment to the Subscriber shall be set forth in Annexes to these Rules.
- 7.2. In the event of any conflict between terms and conditions of these Rules and Annexes to them in which specific features of the Service provision and provision of Equipment to the Subscriber are set forth, the Parties agree that the applicable Annexes to the Rules shall prevail to the extent of such Annexes setting forth specifics of the Service provision and provision of Equipment to the Subscriber.
- 7.3. Any Contract, concluded for a specified period, shall be renewed for the same period, unless either Party makes a statement that the Contract shall be terminated. The Operator shall be entitled to make such statement at least 30 calendar days before expiry of the Contract, while the Subscriber shall be entitled to make such statement at any time. The number of the Contract renewals is not limited.
- 7.4. In cases stipulated by applicable Russian law, or in the event of violation by the Subscriber of requirements set forth in the Contract, including any failure to meet due date of making payments for the Services rendered, the Operator shall be entitled to suspend provision of the relevant Services notifying the Subscriber thereof in writing until the violation is cured. If the Subscriber fails to remedy the violation within 6 months after the date of receipt by the Subscriber of a notice in writing from the Operator of its intention to suspend Communications Services provision, the Operator shall be entitled to terminate the Contract unilaterally.
- 7.5. In all other matters not covered by the Contract and these Rules, the Parties shall be guided by applicable Russian law, including Federal Communications Act, the Rules of communications service provision and other statutory regulations.

8. Address and identification details of the Operator

Public Joint-Stock Company "Rostelecom"

PJSC "Rostelecom"

The Operator website in the Internet: www.rt.ru

Legal address: 15 Dostoevskogo Street, Saint Petersburg, 191002, Russia

Tax ID (INN) 7707049388

Addresses, details and phone numbers of the Operator Branches can be found on the website.



Annex 1

to the Rules of communications service provision by PJSC Rostelecom to individuals Specifics of provision of local, intra-area, domestic long-distance and international telephone services

1. In order for the Subscriber to receive local, intra-area, domestic long-distance and international telephone services, the Operator shall provide the Subscriber with services for provision of access to local telephone network, provision for permanent use of a subscriber line, regardless of its type, access to intra-area telephone services, to domestic long-distance and international telephone services, as well as to intelligent network services, ensure setup of local, intra-area, domestic long-distance and international telephone connections, subject to technical availability and taking into account subscriber device specifications and other characteristics specified in the Contract and Addendum (including provisioning of a subscriber line and connecting user (terminal) equipment using such line).

The Operator shall also provide to the Subscriber reference and information services as prescribed by applicable Russian law.

- 2. In order to receive intra-area telephone services using direct dialing, the Subscriber shall complete the following actual successive steps:
- dial "8" from user (terminal) equipment; dial the area code of the relevant geographic numbering plan area in the same constituent entity of Russia/non-geographic numbering plan code allocated to the same constituent entity of Russia, then dial the subscriber number of the called party.
- 3. To receive operator-assisted intra-area telephone services, the Subscriber shall complete the following successive steps: dial the code for making an operator-assisted intra-area call and provide the operator with information required for ordering provision of intra-area communications services.
- 4. Where the Subscriber selected Rostelecom as the Operator, providing domestic long-distance and international telephone services:
- 4.1. to receive domestic long-distance and international telephone services using direct dialing, the Subscriber shall successively dial certain digits to uniquely identify (determine) the called equipment:
- 1) to make a domestic long-distance telephone call: dial "8" using the user terminal; dial the area code of the called party; dial the subscriber number of the called party;
- 2) to make an international telephone call: dial "8" using the user terminal; dial "10"; dial the relevant country code; dial the national (significant) number of the called party.

Any changes in the above actual steps shall be made known by the Operator to the Subscriber within timeline and according to the procedure set forth in par.3.2.2. of the Rules.

- 4.2. To receive operator-assisted domestic long-distance and international telephone services, the Subscriber must perform the following actual successive steps: dial "8" and access code to access domestic long-distance and international telephone services provided by the Operator using telephone operator assistance, necessary information about which the Subscriber can obtain from the information and reference service; order an operator-assisted domestic long-distance or international telephone call using either on-demand call placement or booked call in accordance with the Rules of telephone service provision, approved by Order of the Russian Government No 1342 of 9 December 2014.
- 5. In the event of the Subscriber refusal to pre-select Rostelecom as the Operator of choice for domestic long-distance and international telephone services, the Subscriber undertakes to provide to the Operator a relevant notice thereof in writing within 5 business days after filing the relevant application with the local telephone services operator (if local telephone services are provided to the Subscriber by a telecom operator other than Rostelecom). In this case, the written notice should specify the date after which the pre-selection of Rostelecom as the operator of domestic long distance and international telephone services will not apply.
- 6. If the Subscriber has selected an operator of domestic long-distance and international telephone services, other than the Operator, the Subscriber shall independently apply to the selected operator of domestic long-distance and international telephone services in order to receive such services.



- 7. Payment of the cost of providing access to the local telephone services network shall be made by the Subscriber by a single payment not later than 20 calendar days after the date when a relevant invoice was rendered by the Operator according to the Rates set by the Operator.
- 8. Payment for the provision of access to the local telephone network may be made by the Subscriber in installments on terms and conditions set forth in an Addendum.
- 9. If the Operator suspended access to local telephone services for overdue payments for the provided local telephone services, the Operator shall be entitled to charge the Subscriber for the full cost of the provision of a subscriber line,.
- 11. The possibility of accessing intra-area, domestic long-distance and international telephone services, and other services provided to the Subscriber by third parties shall be terminated upon the Contract termination, as well as in the event of the Subscriber failure to make payments for communications services rendered by the Operator, or by other operator of domestic long-distance and international telephone network, where access to communications services rendered by such other operator, is provided by the Operator.
- 12. The billing unit applied to local, intra-area, domestic long-distance and international telephone calls shall be determined by the Operator independently and is equal to one minute. Duration of an intra-area, domestic long-distance or international telephone call shall be recorded in accordance with the billing unit adopted by the Operator. Any partial minute of a telephone call duration shall be rounded up to the next full minute, except for determination of the cost of a partial billing unit of a local telephone call where a usage based charging is applied. The cost charged for a partial billing unit of a local telephone call duration (where usage based billing is applied), if such partial billing unit is equal to more than a half of the full billing unit, shall be charged for the full billing unit, while a partial billing unit of a local telephone call duration which is less than half of the billing unit shall be billed as half of the billing unit. The Operator shall be entitled to unilaterally change the billing unit at any time.
- 13. The Contract operation and effect as applicable to telephone service provision may be suspended for the term of the relevant rent (sub rent) or lease contract, if the premises where the telephone line is installed was let (sublet) or leased (subleased). A Contract may be made with the tenant (sub-tenant), lessee (sublessee) of the premises in which a telephone line is installed, for the term of such rent (sub rent) or lease contract while the same subscriber number will be assigned for these purposes, that was initially assigned upon conclusion of the Contract.



Annex 2

to Rules of communications service provision by PJSC Rostelecom to individuals

Specifics of provision of data services, electronic transmission services and access to TV channels and/or Video-on-Demand services (Interactive TV (IPTV), cable TV, etc.)

- 1. Terms and conditions, as well as procedure of providing access to data network services, electronic communications services, and services for provision of access to TV channels and/or video on demand (IPTV Interactive television, cable TV, etc.) (hereinafter referred to as the "Services") shall be as follows:
- 1.1. Subscriber's access to the Services shall be provided, subject to technically availability, on the basis of the Contract (Addendum) and subject to making payment by the Subscriber of a one-time charge for provisioning access to Services (if any such payments are stipulated in the Contract), as well as subject to signing by the Parties of the Confirmation of executed works mentioned in par.1.8 of this Annex to the Rules.
- 1.2. Technical specifications of the service:
- 1.2.1 Technical specifications and performance targets of the service are set forth in Section 5 of this Annex and according to Order of the Russian Ministry of Communications No 113 of 27.09.2007.
- 1.2.2. data protocols to be used: TCP/IP protocol stack;
- 1.2.3. equipment type (description): terminal subscriber equipment.
- 1.2.4. key requirements to be met for making a connection and/or setup of the Equipment:
 - availability of the required software and necessary interfaces depending on the type of the Equipment to be connected and availability of the distribution set of the installed operating system;
 - availability of 220 V AC power supply for the Equipment using voltage burst suppression.
- 1.3. While making a connection and configuration of the Equipment the following requirements shall be met:
- 1.3.1. xDSL: it is the duty of the Subscriber to ensure availability of a telephone line, the capability of making a connection of the Equipment to a computer via an Ethernet 10/100/1000 BaseT interface (Wi-Fi technology or USB port, provided that such connection is supported by the Equipment), and shall provide access to the premises, where the Service to be installed, and assist in deployment of the distribution network.
- 1.3.2. FTTx: the Subscriber shall ensure the capability of connecting the Equipment to a computer via an Ethernet 10/100/1000 BaseT interface (Wi-Fi technology or USB port, provided that connection is supported by the Equipment), and shall provide access to the premises, where the Service to be installed, and assist in deployment of the distribution network.
- 1.3.3. xPON: the Subscriber shall provide the ability to connect the Equipment to a computer via Ethernet 10/100/1000 BaseT interface, access to the premises for the purposes of the Services installation and assist in the installation of the distribution network, as well as ensure availability of an electric power outlet located not more than 1.2 m from the ONT device location.
- 1.3.4. DOCSIS: the Subscriber shall provide the possibility of laying a separate television cable to the Subscriber's premises from the location of the Subscriber splitter (a technical device, which is part of the Operator Network equipment and ensures signal transmission to the subscriber TV cable); access to the premises for the Services installation, the ability to connect terminal equipment to a PC EtherNet 10/100/1000 BaseT port (Wi-FI, USB, subject to availability of terminal equipment support).
- 1.4. Requirements to be met by terminal equipment the computer belonging to the Subscriber:
- 1.4.1. In order to be connected to the Services, the Subscriber must have an operational computer with a network card; where connection is made using a cable modem, the Subscriber's computer shall be configured to meet requirements specified in the cable modem documentation (a USB or 10/100Base T-Ethernet port availability, CD-ROM, 1MB disk space).
- 1.4.2. There should be no hardware conflicts in the Subscriber's computer.



- 1.4.3. The operating system (Windows 95/98 / Me / 2000 / XP / 7/8) must be correctly installed on the Subscriber's computer. If other operating system is installed (Unix, DOS, OS / 2), the subscriber shall independently configure the software for connecting to the Operator network.
- 1.4.4. The Subscriber shall provide access to the resources of the installed operating system to install modem/network card software and configure the TCP/IP connection.
- 1.4.5. The Subscriber shall provide an installation kit (distribution package) of the installed operating system to install the necessary additional components on the Subscriber's computer.
- 1.4.6. The Subscriber shall be responsible for compliance with license agreements in connection with the use of third party software.
- 1.4.7. The Operator shall not provide or distribute software other than included in the supplied cable modem. Other software may be supplied subject to separate agreements between the parties or offers of the Operator.
- 1.4.8. As part of the Contract, the Operator shall provide connection to the Services and ensure connection functionality only on the Subscriber's computer directly connected to the cable modem/switch.
- The Contract scope shall not include ensuring configuration and operation of the Subscriber's local area network connection to the Operator node or to a computer that has access to the modem/switch via the local area network.
- 1.4.9. The Operator shall not be responsible for operation of the equipment purchased and installed by the Subscriber on its own (including coaxial/twisted pair cabling inside the premises).
- 1.5. Access speed over the data network, including the Internet, depends not only on the technical features of the Services provided by the Operator, but also on the actions of third parties: network operators, organizations and persons managing segments of the data network (Internet) that do not belong to the Operator, on the status of data network elements (telephone cable, data networks of other operators, as well as availability of servers and other networking equipment exchanging data with the Equipment). Service quality targets shall apply to and be met by the Operator only for the resources residing on the Operator Network. At maximum network load, the setup of a connection between the network node of the Operator's data network and the subscriber terminal (the Equipment) with the maximum possible speed, the constant value of the data exchange rate via the provisioned circuit throughout the entire period of the Service provision to the Subscriber, as well as a connection to the data network node will be ensured by the Operator subject to technical availability.
- 1.6. The Equipment shall be provided to the Subscriber at the time of signing the Equipment Acceptance and Transfer Confirmation subject to the following conditions:
- 1.6.1. Transfer of ownership (sale and purchase). The Equipment and accessories to it shall be transferred for ownership in accordance with Annex 3 to the Rules communications service provision by Rostelecom to individuals and subject to execution of a relevant Equipment Acceptance and Transfer Confirmation. Equipment can be transferred by the Operator to the Subscriber's ownership on the terms of a one-time payment or payment by installments.
- 1.6.2. **Rent of the Equipment.** The Equipment and accessories to it shall be provided for use and possession for the period of Service provision in accordance with Annex 3 to the Rules of communication service provision by Rostelecom to individuals and subject to execution of a relevant Equipment Acceptance and Transfer Confirmation. Return of the Equipment and accessories to it by the Subscriber to the Operator (if the Equipment was provided for use and possession) shall be supported by execution of relevant Equipment Acceptance and Transfer Confirmation. Equipment provided for use and possession shall be returned to the Operator simultaneously with the Contract termination or discontinuation of the Contract for other causes in the same condition in which the Subscriber received it, given normal wear and tear. If the Subscriber fails to return the Equipment provided for use and possession, or fails to return it in due time, the Operator shall be entitled to demand payment for the entire period of delay. If the specified payment amount does not compensate the Operator for sustained damages, the Operator shall be entitled to demand payment of damages. In the event of late return of the Equipment to the Operator, the Subscriber shall be obliged to pay to the Operator interest at the rate of 1% of the annual rental for each day of delay, if the Operator so demands.



1.6.3. Subject to Annex 3 to the Rules of communication service provision by Rostelecom to individuals (no rental provisions to be applied) and execution of a relevant Equipment Acceptance and Transfer Confirmation, the Equipment and accessories to it shall be provided without charging a separate rental charge by including the relevant rental into the Rate charged for the communications services over the Service provision period. The Subscriber shall return to the Operator the Equipment and accessories to it under the relevant Equipment Acceptance and Transfer Confirmation.

The Equipment provided in this way shall be returned to the Operator at the same time when the Contract is terminated or discontinued for other causes, and in the same condition in which such Equipment was received by the Subscriber, given normal wear and tear. In the event of any late return of the Equipment to the Operator, the Subscriber shall be obliged to pay to the Operator interest at the rate of 1% of the Equipment cost for each day of delay. The Subscriber shall be entitled to independently acquire the Equipment on its own from third parties. Where the Equipment is acquired from third parties, the Operator shall not be responsible for such Equipment operation. Specific option of Equipment provision shall be selected by the Parties in the relevant Communications Service Contract.

- 1.7. Equipment Acceptance and Transfer Confirmation shall be signed by the Parties at the time of signing the Communications Service Contract. After the Equipment Acceptance and Transfer Confirmation is signed, the risk of accidental loss or damage of the Equipment shall lie with the Subscriber.
- 1.8. Where the Operator performs connection and configuration of the Equipment, completion of the specified work shall be confirmed by the Parties by execution of Work Completion Confirmation to be signed by the Parties upon completion of the work by the Operator. If the Subscriber refuses to sign the Work Completion Confirmation, the Subscriber shall be obliged, within one (1) day after the date of receipt of the said Work Completion Confirmation, to provide the Operator with a substantiated refusal to sign it, on the basis of which the Parties shall draw up a bilateral statement containing a list of required additional work and the implementation timeline. If the Operator is not in receipt within the specified time of any substantiated refusal of the Subscriber to sign the Work Completion Confirmation, the Subscriber shall be deemed to have signed the Work Completion Confirmation as of the date of signing the Work Completion Confirmation by the Operator.
- 1.9. If the set of software and hardware required for using the Services is not available to the Subscriber, it shall not be a cause for the Subscriber's substantiated to sign the Work Completion Confirmation, as stipulated in par. 1.8. of this Annex.
- 1.10. In the event that the Equipment is capitalized (i.e. it is an integral component of the Operator network), such Equipment shall be installed in the Subscriber's premises on the basis of the Work Completion Confirmation. In the event of a loss of or damage sustained by the Equipment installed in the Subscriber's premises, the Operator shall be entitled to demand from the Subscriber payment of a compensation for damages caused by such loss or damage. Par. 1.6 and par. 1.7 of this Annex shall not apply if the Equipment is installed according to this par. 1.10.

2. Terms and conditions of the Service provision

- 2.1. The Service Commencement date shall be:
 - the date of signing by the Parties of the relevant Work Completion Confirmation, in which the date of making the connection and/or setup of the Subscriber Equipment is stated, if the Equipment connection and/or setup is performed by technical specialists of the Operator (except IPTV services, access to TV channels using encoding systems, where the date of activation by the Subscriber of a relevant service shall be deemed the Commencement date of such Service);
 - the date of activation by the Subscriber of a relevant service, if the Equipment connection and setup is performed by the Subscriber independently.
- 2.2. In the course of using the Services it shall be strictly forbidden for the Subscriber:
- 2.2.1. to post information, which is subject to restrictions imposed by applicable Russian law, including ethnic hatred incitement, offensive, threatening, defamatory, pornographic information and other content that violates applicable Russian law;
- 2.2.2. to disseminate information that is offensive to honor, dignity and business reputation of other Subscribers;



- 2.2.3. to distribute in the network any advertising or commercial content without knowledge and consent of e-mail address owners:
- 2.2.4. to infringe on the copyright of the information uploaded to the network;
- 2.2.5. to interfere with activities of other Subscribers or maintenance personnel of computer networks (unauthorized access to computers and information sources);
- 2.2.6. to use Services for mass mailing of messages of a commercial, agitation and other nature unsolicited by the addressees (spam);
- 2.2.7. to use the Equipment that does not have certification documents issued as prescribed by applicable Russian law;
- 2.2.8. to use the Services for commercial purpose by reselling them for a fee;
- 2.2.9. to violate rights and interests of the Operator and other Subscribers in the process of using the Services;
- 2.2.10. to engage in any activity (DoS attacks, generation of parasitic traffic, etc.) that can result in disruption of operation and functioning of the network and networks resources, both belonging to the Operator and other network participants;
- 2.2.11. to publish or transmit any information or software that contains computer "viruses" or is capable of disrupting the normal operation of computers accessible through the network.
- 2.2.12. to use IPTV service, access to TV channels using the coding system for the purpose of public demonstration, for commercial purposes, as well as for retransmission, playback, copying, with the exception of copying for personal purposes, unless otherwise is set forth in the Contract.
- 2.3. Upon detection of any attempt to post information prohibited according to par. 2.2. of this Annex, and/or to perform actions forbidden according to par. 2.2., the Operator shall be entitled to suspend Service provision, while the Operator shall be entitled to delete, edit, relocate or close any content at any time at its sole discretion.
- 2.4. The Operator shall not be responsible:
- 2.4.1. for any costs or damages directly or indirectly incurred as a result of independent receipt by the Subscriber of information and services via the data network;
- 2.4.2. for damages arising out of unauthorized access of third parties to the Subscriber's resources, including access resulting from disclosure by the Subscriber of the details of the Contract, personal account, password, login and other information;
- 2.4.3. for damages sustained by the Subscriber as a result of operation of any software products obtained by the Subscriber through use of Services;
- 2.4.4. for the quality of the provided Services in cases where the Subscriber uses any uncertified Equipment, software, and where the Subscriber fails to follow the Equipment operation manual, as well as in the event of improper configuration by the Subscriber of software and technical means of accessing the Services;
- 2.4.5. for the normal performance and availability of individual segments of the data network that do not belong to the Operator;
- 2.4.6. for the Subscriber failure to comply with the prohibition of making a connection to the Operator network of a subscriber device that does not meet the prescribed requirements;
- 2.4.7. for poor quality of the TV image resulting from poor state of the TV cable laid from the subscriber splitter to the TV set.
- 2.5. The Operator shall not guarantee:
- 2.5.1. the capability of exchanging information with those nodes, servers, clients that are temporarily or permanently unavailable via the network;
- 2.5.2. the Operator makes no guarantee in relation to any goods, information and services supplied by third parties in the data network, including those offered by advertising via the data network, and by advertising and sales via TV channels. The Operator shall not be held liable for any costs or damages directly or indirectly arising from such supplies.
- 2.6. The Subscriber shall be liable for improper use of the Services, as well as for any overdue payment, regardless of the user who made use of the Services.



- 2.7. Responsibility for provision and/or use by the Subscriber of licensed copies of software shall lie solely with the Subscriber.
- 2.8. Upon receipt of a complaint or where the Operator itself detects any malicious or illegal activities of the Subscriber, the Operator shall investigate the circumstances of such activities and make a decision to terminate the service provision and/or apply to law enforcement authorities. For determination of the type of the Subscriber's activities, the Operator shall rely on and be guided by:
 - the current applicable Russian law;
 - these Rules and generally accepted standards of behavior in the network;
 - requirements applicable to the security policy of the Operator's data network node;
 - complaints filed by the injured party in the form of a letter, e-mail, phone call, etc., which provide information about malicious acts, causing moral or material damages, or violation of current legislation.

In the event of unintentional or deliberate actions of the Subscriber, which resulted in interference with other subscribers on the network, the Operator reserves the right to terminate the Service provision, until the causes of the interference are cured, or disconnect the Subscriber from the network.

- 2.9. The Operator shall be entitled, but not required to scan Subscriber's traffic for viruses and other malware.
- 2.10. For the purposes of billing for the Services provided to the Subscriber, the measurement results of the software-based meters of the consumed traffic, installed in the Operator's network node of the Subscriber's network connection shall have an unconditional priority over any traffic recording tools used by the Subscriber.
- 2.11. The Operator shall be entitled to suspend Service provision in order to carry out regular routine maintenance, which should be announced on the Operator's official website and/or in the Private Cabinet. An interruption in the provision of the Services shall be allowed for the period of maintenance and repair of equipment and communications lines. Maintenance and repairs shall be carried out by the Operator during off-peak hours.

The duration of the said interruption shall not exceed three (3) hours in a day, or six (6) hours in any Billing Period (eight (8) hours in any Billing Period for IPTV Services).

- 2.12. The Operator reserves the right to change the frequency allocation of TV channels on the network in accordance with the technical specifications as well as with requirements of regulatory documents.
- 2.13. The Operator reserves the right to change the composition of the TV channel packages. The Operator shall be obliged to make the Subscriber aware of changes using any means of notification available to the Operator, at least 10 days before the changes.

3. Payments for Services

- 3.1. Payments for the Operator's Services and works (as stipulated in par. 1.8. of this Annex) shall be made by the Subscriber according to procedure and as stated in the Contract, including the Rules.
- 3.2. One-time payments for provisioning of access to the Services (if any payments are set forth in the Contract), shall be made by the Subscriber on the basis of invoices issued by the Operator, within twenty (20) calendar days after the relevant the invoice date. In the event of any failure to make one-time payments for provisioning of access to the Services within the prescribed period, the Operator shall be entitled to refrain from performance under the Contract, as prescribed in applicable Russian law.
- 3.3. The Subscriber shall make payment for the Equipment transferred to the Subscriber in accordance with par. 1.6.1. of this Annex, on the basis of an invoice issued by the Operator. The term and cost of the Equipment shall be stated in the Equipment Acceptance and Transfer Confirmation, which is made an integral part of the Contract.
- 3.4. The Subscriber shall make payment for the Equipment transferred to the Subscriber in accordance with par. 1.6.2. of this Annex, on the basis of an invoice issued by the Operator. The procedure, due date and amount of the rental shall be stated in the Equipment Acceptance and Transfer Confirmation, which is made an integral part of the Contract.

4. Miscellaneous



- 4.1. Upon receipt of the credentials (login and password) for accessing the Services, the Subscriber must change the default passwords to new ones (it is is optional for provision of access to TV channels,).
- 4.2. The Operator shall not be responsible for the signal quality or interruptions in TV programs transmission, where such circumstances have arisen through the fault of broadcasters.
- 4.3. To receive each of the services, the modem is required to support as many PVCs (Permanent Virtual Circuit) as necessary (one for each of the services).
- 4.4. Par. 1.10. of this Annex shall apply for provision of Services in the Northwest Federal District and the Volga Federal District, with the exception of the Perm Territory.

5. Technical specifications

Specification requirements for data network performance targets:

Item No	Description	Type of transmitted traffic				
		Interactive	Interactive using satellite links	Signaling	Streaming	Data traffic other than interactive, satellite and streaming
1	2	3	4	5	6	7
2	Average packet delay (msec) Deviation from the average packet delay	not more than 100 not more than 50	not more than 400 not more than 50	not more than 100	not more than 400 not more than 50	not more than 1000
	value (msec)					
3	Packet loss ratio	not more than 10^{-3}	not more than 10^{-3}	not more than 10 ⁻³	not more than 10 ⁻³	not more than 10^{-3}
4	Bit error rate	not more than 10^{-4}	not more than 10 ⁻⁴	not more than 10 ⁻⁴	not more than 10 ⁻⁴	not more than 10^{-4}

Note: Interactive traffic is a traffic type that is characterized by direct interlocution (dialogue) of the communications service users or Equipment. Streaming is a traffic type, where information is viewed and/or listened to as it reaches the Equipment.

Network reliability targets

Item No	Network type	Description	Target
1	Data network	Availability (К) г	At least 0.99





to Rules of communications service provision by PJSC Rostelecom to individuals Specifics of subscriber equipment provision

These Specifics of subscriber equipment provision by Rostelecom to individuals shall set forth terms and conditions of transfer by Rostelecom of the Equipment to the Subscriber for ownership (sale and purchase), or for temporary possession and use (rent). Selected method of the equipment transfer shall be identified by the Subscriber in the Contract.

1.1. Terms and conditions of the Equipment rent

- 1.1.1. Rostelecom shall transfer to the Subscriber for temporary possession and use a set of subscriber equipment (hereinafter the "Equipment") required for the provision of the following Services: "Home Internet", "Interactive TV", "Local Telephone Service", Digital (cable) TV (hereinafter the "Services"), as ordered by the Subscriber under the Communications Service Contract (hereinafter referred to as the "Contract"), and the Subscriber shall accept the Equipment for rent (with the right to purchase the Equipment) under the relevant Acceptance and Transfer Confirmation. The term of the rent shall be set in the Acceptance and Transfer Confirmation.
- 1.1.2. The name and cost of the Equipment and the rental amount shall be specified in the Acceptance and Transfer Confirmation, which shall be made an integral part of the Contract.
- 1.1.3. Rostelecom undertakes:
- a) to transfer to the Subscriber the relevant Equipment for temporary possession and use in good working condition, complete and with the necessary technical documentation,
- b) to repair the Equipment damaged due to the Subscriber fault, at the Subscriber's cost. In this case the Subscriber shall bear all costs associated with the repair of the Equipment, including the cost of the Equipment transportation to the location of repair and back,
- c) to repair failures of the Equipment or replace it with a similar one, if the Equipment failure is not attributed to the Subscriber,
- d) to make the Subscriber aware of the operation manual and instructions on how to use the transferred Equipment,
- e) to provide advice to the Subscriber on matters related to the operation of the transferred Equipment.
- 1.1.4. The Subscriber shall:
- a) accept the Equipment from Rostelecom for temporary possession and use for the Subscriber full responsibility and pay the rentals for the possession and use of the Equipment until the Equipment is returned to Rostelecom,
- b) ensure the safeguarding of the Equipment and its use for the intended purposes only,
- c) comply with rules of technical operation of the transferred Equipment,
- d) provide, at the time agreed with Rostelecom, access of Rostelecom personnel for repair and maintenance of the transferred Equipment,
- e) reimburse the cost of the Equipment transferred into temporary possession and use, as determined by the Price List of the Operator, given the normal wear and tear (the useful service life), as well as pay all damages incurred by Rostelecom in connection with this, within three calendar days after the loss, theft, failure of the Equipment attributed to the Subscriber's fault (including in the event of violation of the rules of operation), where restoration of the Equipment is impossible,
- f) not open or break the warranty seals, not repair or reconfigure the Equipment, if such repair or reconfiguration is performed by the Subscriber,
- g) not provide the Equipment for sublease to third parties,
- h) either return the Equipment to the sales and service office of Rostelecom, or reimburse Rostelecom for the cost of the Equipment as determined by the Price List of the Operator, given the natural wear and tear (the useful service life), upon the Contract termination or partial termination of the Contract in the part related to the Equipment rent, no matter which of the parties initiated the Contract termination in this part, or in the event of occurrence of circumstances connected with termination of ownership rights, rights of possession or use of the premises in which the Equipment was connected to receive the Services. The



Equipment must be returned in working order, complete and free of visible external damage, given the normal wear and tear. Reimburse the cost of the relevant components of the Equipment,

- i) comply with safety requirements and recommendations of the manufacturer of such Equipment and/or Rostelecom.
- 1.1.5. The Equipment shall be returned against an Acceptance and Transfer Confirmation to be executed by the Parties. Completeness check and technical inspection of the Equipment shall be performed at the time of the Equipment return in the Subscriber's presence. If the Equipment is faulty or lacks any components, relevant appropriate notes should be made in the Acceptance and Transfer Confirmation, to serve as the basis for filing claims.
- 1.1.6. The amount of monthly payments for the use of the Equipment (hereinafter referred to as the "Rentals") shall be specified in the Acceptance and Transfer Confirmation, which should also specify whether the Rentals are included in the cost of Communications Services to be rendered under the Contract, and the term during which the provision in this sentence applies. The Subscriber shall make payments of the Rental according to the due dates and procedure which are consistent with the due dates and procedure of making payments for communications services established by the Rules of communications services in respect of due date and procedure of payments for communications services, until the rent obligations are discharged. The Parties understand that the Rentals set forth in this Annex shall be payable regardless of the consumption by the Subscriber of the Services included in the Contract, within the timelines set forth in par. 4.3.2. and par. 4.3.3. of the Rules of communication service provision by Rostelecom to individuals.
- 1.1.7. If the Subscriber selected a new Pricing Plan applicable to any of the Services to be provided under the Contract, or during a period of the Subscriber's participation in any marketing campaigns related to the Services, the amount of the Rental may be subject to changes, if such a change in the Rental amount is stipulated by the terms of the Service provision according to applicable Pricing Plan, or according to terms and conditions of the relevant marketing campaign. Upon expiry of the marketing campaign period, or if the terms and conditions of participation in the marketing campaign are violated, the Rental amount shall be calculated according to the Rates for provision of the Equipment for temporary possession and use, as established by Rostelecom and effective on the date of expiry of the marketing campaign period, or on the date as of which the Subscriber no longer complies with terms and conditions of the marketing campaign.
- 1.1.8. The Subscriber shall be entitled to purchase the Equipment at any time during the term of the Equipment rent, subject to a purchase agreement thereof to be made by the Parties following the form provided by Rostelecom. The Equipment purchase by parts of the Equipment shall not be allowed.
- 1.1.9. The parties agree that the Equipment shall be purchased at the cost of the Equipment, stated in the Acceptance and Transfer Confirmation, less the Rentals paid by the purchase time. If at the time of the purchase the total amount of Rentals received by Rostelecom for the provision of the Equipment for rent exceeds the said cost of the Equipment at the time of the purchase, the purchase value shall be deemed equal to the amount of the monthly Rental, specified in Rostelecom Pricelist as applied without taking into account any marketing campaign.
- 1.1.10. Either Party shall be entitled to unilaterally terminate the Contract in the part, related to the rent of the Equipment, by giving ten (10) days' prior notice thereof. The Subscriber shall return the Equipment according to subpar. h) of par. 1.1.4., 1.1.5. of this Annex to the Rules. The rent obligations shall be deemed terminated as of the time of signing by the Parties of the relevant Acceptance and Transfer Confirmation Act upon the Equipment return by the Subscriber to Rostelecom.
- 1.1.11. Rental for the month in which the rent obligation is terminated shall be charged and paid by the Subscriber pro rata to the number of calendar days in that month before the date of the rent obligation termination, except Rentals to which marketing promotions are applied. If the Rental for such month was paid in advance, Rostelecom within thirty (30) calendar days after the date of the rent termination shall refund to the Subscriber the part of the Rental corresponding to the number of remaining days in the month after the day of the Contract termination in the part related to the equipment rent.



- 1.1.12. Rostelecom shall not be responsible for any harm and damage caused to the Subscriber/third parties or their property in the event of fire, breakdown, failure of the Equipment, if such fire, breakdown or failure of the Equipment occurred due to the Subscriber's fault, including those resulting from using the Equipment not according to rules of technical operation or not for the intended purpose of the Equipment.
- 1.1.13. Rostelecom shall be entitled:
- a) in the event of violation by the Subscriber of par. 1.1.6. of this annex to the Rules to demand penalty payment charged at the rate of 1% (one percent) of the Rental amount for each day of the delay;
- b) in the event of violation by the Subscriber of par. 1.1.6. of this annex to the Rules lasting for more than thirty (30) calendar days, to terminate the Contract in the part, related to the Equipment rent, and demand the Equipment return.
- c) if the Subscriber failed to return the Equipment, or failed to return it timely, to demand payment of the Rental amount for the duration of the delay. Where such amount does not cover losses incurred by Rostelecom, the latter shall be entitled to demand payment of compensation for such losses. For failure to return the Equipment to Rostelecom when due, the Subscriber shall pay to Rostelecom interest charged at the rate of 1% (one percent) of the Rental for each day of the delay.
- d) in the event of the Subscriber default on the obligation set forth in subpar. h) of par. 1.1.4 of this Annex to the Rules concerning the return of the Equipment transferred for temporary possession and use as of the time of the Contract termination or discontinuation, to demand from the Subscriber reimbursement of the cost of the Equipment transferred into temporary possession and use that is specified in the Acceptance and Transfer Confirmation.
- 1.1.14. If Rentals are included in the cost of the Services, provisions of this Annex 3 regarding payment by the Subscriber of the Rentals shall not apply throughout the period in which this provision is in effect, in accordance with the Acceptance and Transfer Confirmation signed by the Parties.

1.2. Terms and conditions of the Equipment sale and purchase

- 1.2.1. Rostelecom shall transfer, and the Subscriber shall accept for ownership under sale and purchase terms the subscriber equipment (the "Equipment") and shall pay for it.
- 1.2.2. The name, quantity, serial number and cost of the Equipment shall be stated in the Acceptance and Transfer Confirmation, which is made an integral part of the Contract.
- 1.2.3. The equipment shall be transferred against the Acceptance and Transfer Confirmation, which is made an integral part of the Contract.
- 1.2.4. Due dates of making payments of the Equipment cost:
- a) if the Equipment is sold for one-time payment, such payment shall be made at the time of making the Contract:
- b) if the Equipment is sold on the terms of payment by installments, payments shall be made by the due dates set forth in Acceptance and Transfer Confirmation.
- 1.2.5. If the Equipment becomes faulty during the warranty period, the Subscriber shall contact either Rostelecom or an authorized service center of the Equipment manufacturer.
- 1.2.6. Rostelecom shall be entitled to grant to the Subscriber the right of making payments by installments. The schedule of payments by installments shall be stated in the Acceptance and Transfer Confirmation.
- 1.2.7. If the Subscriber fails to discharge any its payment obligation when due in accordance with the Installment Schedule, Rostelecom shall be entitled to:
- a) demand a penalty payment charged at the rate of 1% (one percent) of the overdue payment amount for each day of delay;
- b) if performance by the Subscriber of its obligation set forth in par. 1.2.4. and 1.2.6. is overdue for more than 60 (Sixty) calendar days, such delay shall be deemed a material breach and Rostelecom shall be entitled to terminate the Contract unilaterally and demand the Equipment return. If by that time the Equipment is lost or materially damaged, the Subscriber shall be obliged to pay to Rostelecom the full cost of the Equipment stated in the Acceptance and Transfer Confirmation, less the amounts actually paid by the Subscriber;

Rostelecom

- c) demand from the Subscriber to make a one-time payment of the entire cost of the Equipment, less the amounts actually paid by the Subscriber. If such a demand is made, the Subscriber shall be obliged to pay to Rostelecom the payment amount specified in the Acceptance and Transfer Confirmation, within 10 (ten) calendar days after the date of such demand.
- 1.2.8. The risk of accidental loss or damage, or theft of the Equipment shall pass to the Subscriber as of signing the Acceptance and Transfer Confirmation.
- 1.2.9. Rostelecom shall be responsible for flaws in the Equipment (except the flaws listed in the Acceptance and Transfer Confirmation), unless Rostelecom proves that such flaws in the Equipment arose after its transfer to the Subscriber due to a violation by the latter of the rules of using or storage of the Equipment, or due to force majeure circumstances.
- 1.2.10. There shall be no warranty period for the Equipment and no Warranty Ticket shall be issued, except cases described in par.1.2.11. of this Annex.
- 1.2.11. In the event that the Warranty period for the Equipment as established by the manufacturer has not expired at the time of the Contract conclusion, a Warranty Ticket shall be issued for the Equipment in accordance with the Contract for the period lasting until expiry of the warranty period established by the manufacturer.
- 1.2.12. Only for the Equipment that meets requirements of par. 1.2.11. of this Annex and within the warranty period for the Equipment set by the Equipment manufacturer or seller, repair the Equipment using the own efforts of the Equipment manufacturer.
- 1.2.13. During the warranty period for the Equipment, set forth by the Equipment manufacturer or Seller, the Seller shall repair the Equipment using own efforts of the Equipment manufacturer.
- 1.2.14. If the Buyer finds any flaws in the Equipment that were not noted by the Seller, the Buyer in addition to the rights granted in this annex to the Rules, shall use other rights provided for by applicable law on consumer right protection.
- 1.2.15. The ownership of the Equipment shall be transferred to the Subscriber as of signing the Acceptance and Transfer Confirmation.
- 1.2.16. If the Contract is terminated, the Subscriber shall be obliged to pay within 3 business days the full cost of the Equipment transferred to him (for ownership) under the Acceptance and Transfer Confirmation, paying such cost by installments.





to Rules of communications service provision by PJSC Rostelecom to individuals **Specifics of HALLO service provision**

1. Terms and definitions:

- 1.1. The "Subscriber" shall mean an individual (natural person) with whom the Operator made a Communications Service Contract while assigning an Additional Subscriber Number for these purposes.
- 1.2. "Subscriber Equipment" shall mean smartphones, tablets, SIP-equipment.
- 1.3. "Additional Subscriber Number" shall mean a telephone number with an ABC numbering code uniquely determining (identifying) technical and software facilities of the local telephony network node, and enabling call forwarding of incoming calls.
- 1.4. "Internal User" shall mean a feature of the Service enabling the Subscriber to transfer (forward) incoming calls made at the Number to the Mobile Application and/or to a number with ABC numbering code and/or a number with DEF numbering code. Connected Internal Users are not Clients, and terms of the Service use in the Trial Period shall not be applicable to them.
- 1.5. "Service Management Web Portal" shall mean a tool for Client/Subscriber self-service accessible in Internet on the Company website and enabling management of the Service settings, including setup of forwarding incoming calls made at the Number, connecting Internal Users, setup of routing between the Subscriber and Internal Users of incoming calls made at the Number, etc. The Web Portal is integrated with the Unified Private Cabinet, which is a self-service tool enabling a Client/Subscriber to manage other connected services of the Operator.
- 1.6. "Client" shall mean a natural person (individual) who accepted the public offer for the purpose of using Hallo Service in the Trial Period for personal, family, home and other needs, not associated with entrepreneurial activity.
- 1.7. "Commercial Operation" shall mean a period upon expiry of the Trial Period, after one of the Pricing Plans offered by the Operator is selected by the Subscriber and Communications Service Contract is concluded with the latter.

Transition from the Trial Period to the Commercial Operation shall be possible during the entire Trial Period, as well as within 30 calendar days upon its expiry.

- 1.8. "Mobile Application" (the "Application") shall mean software which is a result of intellectual activity protected by law, to be installed on computers and tablets running iOS or Android OS, and designed for provision of access to the Service.
- 1.9. "HALLO Product (the "Product", the "Service") shall mean performing by the Operator certain activities (certain actions) to provide an advanced digital communications service to be accessed after installation by the Client of the Mobile Application or SIP-equipment setup using special credentials generated by the Operator (password, login, domain name) with assignment at the same time of the Number to the Client. The Product consists of IP/SIP-telephony service and local telephone services (in the part related to assigning and using the Number from the range of numbers allocated to a geographic numbering plan area) and enables placing voice and video calls within community of the Clients/Subscribers to the Service, making outgoing local, intra-area, domestic long-distance, international telephone calls to numbers in ABC and DEF numbering codes, and receiving incoming calls made to the Number assigned for the Service.
- 1.10. "Client/Subscriber Profile" shall mean all data about a Client/Subscriber, available in the systems involved in the Service provision, including settings made by the Client/Subscriber in the Mobile Application and on the Web Portal.
- 1.11. "Trial Period' shall mean a thirty (30) calendar day period after acceptance by the Client of the public offer for the purpose of using the Hallo Service, during which the Client should get familiarized with functionality and other Service capabilities, while the Service functionality available to the Client shall be restricted during such period.
- 1.12. PSTN shall mean Public Switched Telephone Network.
- 1.13. SIP-equipment shall mean SIP-telephones, VoIP-gateways properly setup to provide access to the Service using special credentials (password, login, domain) generated by the Operator.

Rostelecom

- 2. Upon making a communications service contract the Operator shall assign the Number to the Subscriber.
- 3. To use the Service, the Subscriber must have Internet access at the access speed of at least 128 Kbps (from 256 Kbps for video).
- 4. The Product is just a means of transmitting information, therefore the Operator shall not be responsible for the accuracy of the information, its current status and content.
- 5. In the course of using the Product the Operator shall use all possible efforts to exclude any careless, inaccurate, offensive, false or knowingly incomplete information.
- 6. Using the information obtained while using the Product, the Subscriber understands and accepts the risks associated with possible inaccuracy of the information, as well as the fact that some information may seem threatening, offensive, libelous, knowingly false, rude, obscene to the Subscriber. If this the case, the Subscriber must immediately stop using the Product and notify the Operator of such information.
- 7. The Operator shall not guarantee that the software, servers and computer networks used for the Service provision are free from errors and computer viruses. If the use of the Product has resulted in the loss of data or damage of the Subscriber equipment, the Operator shall not be responsible for this.
- 8. Products and its features, including all scripts, the Application, content and design of the Product are supplied "as is". The Operator disclaims any warranty that the Product or its features may or may not fit for a particular purpose or use. The Operator cannot guarantee and does not promise any specific results from the use of the Product and/or its functional features.
- 9. Under no circumstances shall the Operator or its representatives be liable to the Subscriber or any third parties for any indirect, incidental, unintented damage, including lost profits or lost data, damage to honor, dignity or business reputation caused in connection with the Product use, the content of the Product or other materials accessed by the Subscriber or other persons while using the Product, even if the administration has warned about or pointed out the possibility of such harm.
- 10. Subscribers can use the following types of the Subscriber equipment in order to make use of the Service:
 - a smartphone running iOS (version 8 and higher)/Android (version 4 and higher) with installed Application and connected to Internet;
 - a tablet running iOS (version 8 and higher)/Android (version 4 and higher) with installed Application and connected to Internet;
 - SIP-equipment, connected to Internet.
- 11. To start using the Service in the Trial Period, it is required to download the Application and get registered. Registration can be performed using the Application or by submitting a request for connection to the Service in the Unified Private Cabinet, as well as on the Service page located at www.rt.ru. Information provided by the Client during registration (including the mobile phone number in DEF numbering code) can be used by the Operator for the purpose of the Service provision (sending notices concerning the Service usage procedure, making settings, reminders about necessity to top-up the personal account and other information sent using text messages (sms), push notices, e-mail), as well as for the purpose of sending advertising information. In order to opt-out from receiving advertising information one should call the contact center (at 88001000800) or contact Sales and Service Centers of the Operator. 12. The Application is available for download:
 - from Google Play Market online store to smartphones and tablets running Android OS;
 - from AppStore online store to smartphones and tablets running iOS.
- 13. Upon transition to Commercial Operation the following functions/options will be made available to the Subscriber in addition to the functions/options available in the Trial Period:
 - change of the previously assigned Number;
 - assignment of two or more Numbers;
 - enabling a Black List (blocking incoming calls originated from certain numbers specified by the Subscriber);
 - forwarding incoming voice calls to PSTN numbers;



- making outgoing voice calls to PSTN;
- making outgoing voice calls to networks of international carriers;
- personalization: creating Internal Users (up to 9 users maximal) within the framework of a single Number;
- making voice and video calls between Internal Users;
- receiving incoming voice calls originated from PSTN by Internal Users subject to dialing a short extension number;
- making by Internal Users outgoing voice calls destined for PSTN and networks of international carriers:
- making payments for the Service using bank cards.

Calls shall be charged according to the Pricing Plan selected by the Subscriber.

The list of functions/options made available to the Subscriber can be extended. Additional functions/options available to the Subscriber can be found on the website at www.rt.ru.

- 14. During the registration for the Service, the Subscriber shall select the region and locality to which the Subscriber will be linked. Telephone connections destined for special service numbers will be routed according to the geographic linkage of the Service and the Number. In the Trial Period There no telephone connections to numbers of special services will be routed.
- 15. Payment method: in accordance with the selected Pricing Plan.
- 16. One minute shall be the billing unit of charging for telephone calls. A connection duration shall be counted from the 1st second after the answer of the called equipment until the call release by the calling Subscriber equipment or called equipment or equipment replacing the user in the absence of the user. Connections lasting less than 3 seconds shall not be charged and not taken into account in the Subscriber's total monthly traffic volume. Duration of any call lasting over 3 seconds shall be rounded up to the nearest full minute.
- 17. The per minute charge for a forwarded call shall depend on the rate applied for the type of the established connection (local, intra-area, domestic long-distance, international).
- 18. For outgoing voice calls to PSTN and networks of international carriers made by Internal Users a per minute rate shall be charged in addition to the monthly subscription fee payable by the Subscriber. A per minute rate for connection shall be charged according to the Pricing Plan effective for the Subscriber, depending on the type of the connection (local, intra-area, domestic long-distance, international).
- 19. If the call forwarding service is provided to the Internal Users, a per minute rate of connection shall be charged and payable in additional to the monthly subscription fee payable by the Subscriber. The per minute rate shall be charged according to the Pricing Plan effective for the Subscriber depending on the type of an established connection (local, intra-area, domestic long-distance, international).
- 20. The traffic volume accounting and billing shall be according to terms and conditions of the the pricing plan associated with the Subscriber. The pricing plan details shall be made available by the Operator on the Service web page at www.rt.ru.
- 21. If the balance is zero, making any outgoing/forwarded voice calls to PSTN and networks of international carriers shall be blocked.
- 22. If for 180 (one hundred and eighty) calendar days the Subscriber fails to perform any actions offered in the Service framework, the Operator reserves the right to terminate unilaterally the communication service contract. The counting of the 180 calendar day period shall start as of the day after the balance of the Subscriber account of the "Hallo" Service reaches zero.
- 23. The Operator shall make the Subscriber aware of any changes to the above provisions following the procedure and within timeline set forth in par.3.2.3 of the Rules.