

ONLINE ACCOUNT General Terms of Use

General information

The precondition for the use of Online Account is User registration at Vip mobile web portal. This service will be available to the Subscriber during the subscription relationship.

For the purposes of this text the Subscriber will be a person that has entered into a subscription relationship with Vip by concluding a Contract on Subscription and User Relationship with Vip mobile d.o.o. telecommunications network.

For the purposes of this text the User will be a Subscriber and/or a person authorized by the Subscriber to access the Online Account application, in order to use the Online Account Service.

For the purposes of this text Vip will be Vip mobile d.o.o.

The Subscriber agrees that in cases when the Subscriber's consent is required, and when it is technically possible, the Subscriber may also give his/her consent via SMS message or other means of electronic communication. The consent, provided by the Subscriber in such a way, will be deemed valid.

Online account printed forms are for personal use only and will not be deemed as original bill mailed to the Subscriber.

The following services are available via the online account:

- Overview of bills for the past 12 months
- Overview of service listing for the past 6 months and in the current billing period
- Overview of spending in the current billing period.

In the event of any discrepancies between the amounts presented on the Online Account and the amount presented on the original bill mailed to the Subscriber, the original bill mailed to the Subscriber will prevail.

The overview of spending and service listing in the current billing period is for information purposes only and may depart from the actual spending balance in respect of the amounts that were spent but that were not systematically processed at the time of the User's inquiry into the Online Account. The above particularly applies to roaming connections and value added services (VAS). At the beginning of the new billing period the amounts that were actually spent in the previous billing period will be presented on the bill for the previous billing period, and the overview of spending will include the data for the new billing period.

Vip reserves the right to change the conditions under which the Online Account Service is available for use.

Administration of Online Accounts

Vip enables the Subscriber to define the authorizations for User access to the Online Account application. The User may have access to the particular data depending on the authorizations granted. Vip will not be liable for granting and revoking of authorizations or for availability of data accessible to the User.

Access to Online Account is protected by the procedure of authentication and authorization which uses the user name and password. The User is obliged to take care of his/her user name and password initializing the access to Online Account application. Vip will not be liable in the event of third party's unauthorized use of the user name and password whereby access to Online account application has been initialized.

These General Terms of Use are binding upon the User from the moment of User's registration for the use of Online Account.

The user name and password used for authorization to use the Online Account web pages are allocated to the User upon User's registering at Online Account. If the User doubts in unauthorized use of his/her user name and/or password, he/ she will be liable for the use of his/her user name and/or password until he/she informs Vip on the doubt in their unauthorized use. The User is also liable for all the prohibited actions authorized and performed under his/her user name.

During the activation of Online Account the Subscriber will be obliged to enter the data for opening of user accounts (which have unique user names and passwords) and to select the services which the Users will have access to. The Subscriber is responsible for selection of persons authorized to access the Online account application. Vip will not be liable for selection of the persons the Subscriber gives the right of access to, and for unauthorized access by third parties to the Subscriber's data due to misuse of granted rights.

Vip reserves the right to change the rates for the use of Online Account services in accordance with its business policy, however it is obliged to inform the Subscriber on the amended terms of use for the given services by posting the respective information on the web portal.

The Subscriber uses the Online Account and Internet solely at his/her own risk. Internet is an international computer network not directly controlled by Vip. Vip will not give any guarantees and will not accept any liability whatsoever for the damages suffered by the Subscriber when using the Online Account service and program package and Internet.

Documents, data and information published on Online Account web pages must not be copied, distributed or in any other way used for commercial purposes without Vip's explicit approval or used in any other way that might cause damages to Vip or any third party. Documents, data and information published on these web pages may be used for Subscriber's

individual purposes only and comply with all the copyrights and ownership rights, and third party rights.

By using the content of Online Account web pages the Subscriber accepts:

- (i) All the risks arising from the use of such web pages,
- (ii) That he/she is using the content of these web pages for personal purposes only and at his/her own risk,
- (iii) That the Online Account application may not be available to the Subscriber i.e. User at all times,
- (iv) That Vip has the right to amend the content of Online Account web pages and to amend the present Terms of Use without submitting a special notice to the Subscriber i.e. User,
- (v) All provisions under the present Terms of Use.

The Subscriber agrees that Vip reserves the right to limit or revoke, at all times and without submitting a prior notice, the Subscriber's i.e. User's right to access his/her services if the given services are used in a „prohibited way“. The Subscriber agrees that Vip is not liable for any damages arising from limiting or revoking the use of service due to unacceptable or prohibited way of use by the Subscriber i.e. User.

In particular, the following will be deemed as unacceptable or prohibited way of use of Online Account:

1. Unlawful content
The Subscriber i.e. User may not publish or transmit information violating the effective legal regulations.
2. False information
The Subscriber i.e. User agrees that he/she will not publish or transmit information that he/she is aware are false, and whereof use might cause damages to Vip or other users.
3. Publishing, transmitting or sending of protected "content".
The Subscriber i.e. User may not publish any personal and secret data of a natural or legal person, service or other entity. The Subscriber i.e. User may not perform unauthorized transmitting of data obtained within the Online Account Service. The Subscriber i.e. User agrees not to publish, send or transmit offensive content.
4. Misrepresentation
The Subscriber i.e. User undertakes not to misrepresent himself/herself when using the Online Account services.
5. Inactive use of access resources: The Subscriber i.e. User shares limited access resources with all service users. Vip reserves the right to interrupt the connection if it has been established that the connection has not been used for a longer period of time.
6. The Subscriber i.e. User undertakes not to use the Online account services and servers in any way that would in any way jeopardize their normal operation.

Vip fully waives any liability (i) that may in any way arise from or that is in any way connected to the use of Online Account web pages (ii) for any actions of the Subscriber i.e. User by using or misusing the content of these web pages and for (iii) any damages that may be suffered by the Subscriber i.e. User or any third party in relation to the use or misuse of the content of these web pages.

Vip reserves the right, due to the system and Online Account application maintenance, to deny the Subscriber i.e. User's access to the Online Account application in the course of system i.e. application maintenance.

Vip reserves the right to amend the content of Online Account web pages without providing a special notice to the Subscriber i.e. User, consequently Vip will not be liable for any consequences arising from such amendments.

Vip reserves the right to amend these Terms of Use without providing a special notice to the Subscriber, i.e. User. Amendment of the Terms of Use will come into force immediately upon publishing on the Internet pages within Online Account. Further use of services of Online Account by the Subscriber i.e. User will be deemed as Subscriber i.e. User's agreement with the amendments.

If the Subscriber does not agree with the amendments that were made or does not wish to use the Online Account any more he/she should inform Vip.