

FRAMEWORK-CONTRACT FOR PROVIDING ELECTRONIC COMMUNICATIONS SERVICES

Series F Nr. dated:

Entered into between **INES GROUP S.R.L.**, provider authorized for electronic communications services and networks, by the representative IOAN IRINA**BENEFICIARY**

Name:.....

Residence/Registered seat:., Bucuresti,Cod postal.....,Sector2

Identification details: sole registration number,;

Bank account, open with:

Contact person: Mr/Mrs, Tel. 0729.729.153 e-mail:

Billing address (if other than the residence/registered headquarters address):

Contact person: Mr./Mrs., Tel....., e-mail:.....@.....

GENERAL CONDITIONS FOR INES SERVICES SUPPLY**Art. 1. Definitions**

The content terms used in these General Conditions have the following meanings:

Subscription: means a monthly fee specified in the Fees and Services Appendix, to be paid by the Beneficiary to receive all or any of INES services and includes the costs and Fees for each Service requested at a time;

Beneficiary: means the individual or the legal entity whose identification data are listed on the first page of this Contract and who is entitled to the rights and obligations under this Contract;

Fees and Services Appendix: means the Appendix to this Contract containing the requested Service and the Product contracted with the Service, the associated or requested Services related to the requested Service, the Connectivity solutions, the Equipment, the Fees applicable to the requested Service as full price of the Service package contracted or individualized per each service, etc; the change of the Beneficiary options for one of the initially contracted Services shall be done by replacing the Fees and Services Appendix with a new one, which comes into force on the signing date and after the payment of the contractual obligations due on the date of the new Appendix signing.

Contract: means the standard contract document of INES consisting of the these General Conditions for Supply including the first page, which is the framework-contract for the provision and use of INES services to which it is attached as an integral part of the Contract, the Special Conditions for Supply applicable to each Service contracted at a time, special conditions that are available on <http://www.ines.ro>, the Fees and Services Appendix as well as any other related documents signed together with or after the Contract signing with the Beneficiary, including any documents, orders submitted in writing to INES by the Beneficiary shall be added to the Contract and shall be part of the Contract. The Contract and the documents certifying it as a contract may be also concluded in electronic format or, if necessary, by means of remote communication, the approval by the Subscriber for the use of such means being deemed given when signing these General Conditions.

Personal data: information about the individual-Beneficiary, by the laws in force (by way of example: name and surname or name, residence/registered headquarters (street, street number, locality, sector, county), phone number, fax number, e-mail; for details, please refer to the **Privacy Notice concerning processing of personal data**, part of the contract.

Minimum contract duration: represents the minimum period for which Contract is terminated, expressed in months during which the Beneficiary of the Contracts Services is obliged to pay the equivalent of the monthly fees contracted in exchange for using the Services

and the beneficiaries of certain promotions, free of charge, advantages.

Access equipment: means the technical equipment (modem, adapter, etc.) through which the Beneficiary accesses and uses the Service and the Product contracted with the Service and which may be owned by INES and sold or handed-over in loan to the beneficiary or may be the property of the Beneficiary;

EUR: means the Single European Currency.

Fraud: represents the action / inaction of the Beneficiary that constitutes a violation of its legal or contractual obligations, including the introduction, modification or deletion of computer data, restricting access to such data or preventing in any way the functioning of an information system, in order to obtain a material benefit for himself / herself or for another, or if it has the consequence of causing INES damage or a third party.

INES: means the company INES GROUP S.R.L., headquartered in Bucharest, Str. Virgil Madgearu nr. 2-6, Sector 1, Cod postal 014135, registered with the Trade Register Office of Bucharest under no.: J40/13209/1993, Tax Registration Code: RO4021138, bank account: RO26BRDE426SV46558424260 opened with BRD –Mosilor branch, an authorized provider of electronic communications services and networks, owner of the Internet website <http://www.ines.ro>, with the following contact details: phone no.: 031.620.20.20; fax no.: 031.620.20.99, e-mail: support@ines.ro

IPTV or IP Television involves the transmission of the TV signal featured by high quality picture and sound, via IP Internet protocols, directly on the TV screen.

Billing period: means the period between two consecutive Billing dates. The Billing date depends on the time at which the Beneficiary activation in INES network and shall be mentioned in the first service Billing.

Services: means any or several of the telecommunications services and those through the transmission networks for the broadcasting of audiovisual programs services and/or and the products associated with or related to the Services provided by INES including, for example, audiovisual services and/or products, Internet access services and/or products, telephony services and/or products, Data Centre services, leased lines, accessories such as Remote Backup, hosting, domain registration etc., as well as any other services available at a time (operational services such as installation, configuration/reconfiguration, reactivation, suspension, software troubleshooting etc.) and detailed in Ines offer.

Prices and fees: means the fees and/or charges for each of the requested Services and the Product contracted with the Service listed in the Fees and Services Appendix and which may be, for example: installation fee, monthly subscription fee for any of the

provided Services, etc. Information on Service fees are available on www.ines.ro.

Article 2. Object of the contract

(1) The object of the Agreement is the provision by INES of the Service and the Requested Product and the obligation of the Beneficiary to pay their value at the due date, according to the provisions of this Agreement. The conclusion of the Contract is made after the Beneficiary accepts the Offer of products and services valid on the date of signing the Contract and of the scope covered by INES at the date of the Service's contracting. **(2)** The Service provided by INES is mentioned in the Fees and Services Appendix and may consist of any or several of the telecommunications services and of those through transmission networks for the broadcasting of audiovisual programs services, hosting, products contracted with the Service, Services and/or Products associated with or related to the Service provided by INES. Modification of the Beneficiary's option for one or more of the services requested will be made either by written order signed by the Beneficiary and accepted by Ines, or by replacing the Fees and Services Appendix with a new Fees and Services Appendix, which shall come into force on the date of its signature and payment of the due amounts. Any change of / adding to the initially contracted Service shall be done provided the Beneficiary should not have, on the request date, any outstanding debts and unpaid amounts to Ines, including accessories. **3)** The Beneficiary acknowledges that the values of the parameters related to the administrative quality indicators for the provision of the Internet access service are available on the INES website, <https://www.ines.ro/parametri-de-calitate/> **(4)** The Beneficiary is informed that the data transfer rate (including the minimum transfer speed) cannot be guaranteed by INES, depending on a multitude of external factors which, without limitation, may be: other Internet networks, the connection of accessed servers, the types of computers and servers accessed, the types of equipment and technology used for data transmission, the propagation of radio waves, the number of simultaneous users connected, the applications used, the degree of loading of the network, etc.

Article 3. Equipment. Commissioning of the Service

(1) The Service installation at the Beneficiary location is charged in accordance with the fees applicable at the time of the installation, with the equipment of the Beneficiary or with the equipment provided by INES, in one of the ways agreed with by the parties. The equipment handed-over in loan to the Beneficiary is and shall remain the property of INES. **(2)** The Beneficiary shall grant access to INES representatives of the Beneficiary facilities in order to install, maintain, check the equipment status or uninstall equipment/services. **(3)** The Beneficiary shall not cause damages to INES equipment, shall not repair or modify them, any malfunction being brought to the INES attention within reasonable time and shall use them only for the purposes for which they have been designed and installed, otherwise the Beneficiary will be obliged to pay the amounts for the repairs or the replacement cost for the equipment if they can no longer be repaired. **(4)** INES may deny Service connection if its network and the equipment of the Beneficiary cannot provide the technical conditions for the Service supply. In case the installation of the Service and/or equipment requires permits, agreements or licenses, the installation will be made after having obtained such. The obtaining of permits and approvals from third parties is the responsibility of the Beneficiary. **(5)** The commissioning of the Service will be based on a commissioning minutes concluded between the parties and attesting that the Service has been installed and operates according to the parameters agreed with.

Article 4. Prices and Fees

(1) The Service is offered at INES Fees applicable at the date of the contract signing or of the service providing. Fees are established in

EUR and exclude VAT which will be invoiced separately. They do not include the costs arising from the use of services offered by third parties or that exceed the scope of this contract and which, in the situation to be paid, will be invoiced separately. **(2)** INES may update the Fees according to the Fee for the traffic to third networks, the Fees for services and the prices for goods that have direct or indirect influence on the services provided, as well as according to other relevant factors. The new Fees will be communicated to the Beneficiary by any means that provides proof of communication and the Beneficiary will have a period of up to 30 days to express acceptance with the new fees and continuation of the contract or, if not, the Beneficiary may unilaterally cancel the contract in writing in case of non-acceptance, without penalty or damages. The lack of transmission of non-acceptance communication by the Beneficiary, in writing, by registered letter with proof of receipt, to INES headquarters during this period will mean the Beneficiary acceptance of the new Fees. **(3)** INES may grant the Beneficiary discounts on the Service value, on the prices of the sold equipment as well as on the amount of penalties and will have the right to decide on the imputation of the payments related to the outstanding amounts.

Art. 5. Service Billing. Payment

(1) Billing. Due date. The service is usually invoiced monthly, in whole or separately depending on the requested Service, according to INES Billing policy valid at the time of the Service provision and use. The invoice shall be issued no later than on the 15th day of the month following Service provision, it is drafted in Lei (RON) calculated at the currency rate announced by BNR at the date of the invoice and it includes the amount of the Service provided during the previous Billing period. The due date for any of the Services contracted under this Contract shall not exceed 14 calendar days calculated from the date of the invoice. **(2) Delay notice.** The Beneficiary shall be considered under payment delay at the simple fulfilment of the due date for each of the issued invoices, without any other formality and without the need of notice of default. **(3) Sending and accepting invoices.** Invoices will be issued and delivered monthly to the Beneficiary before due date, by mail or courier, by facsimile message or e-mail. At the request of the Beneficiary, they will be provided in electronic format or, if necessary, by means of distance communication and may be also accessed through various value added services offered by INES when they are available, without INES guaranteeing the confidentiality and security of the information provided by these means, to the address specified in this contract or communicated in writing to INES and signed by authorized persons. INES does not guarantee the invoice reaching the destination. If the invoice is not received after the normal Billing date, given that the Beneficiary knows since the very signing of the contract which is the value of the monthly obligation assumed and set out in the Fees and Services Appendix, the Beneficiary may request information about the invoiced amounts or may request certified copies of the invoice without being exempted from payment on the due date. The Beneficiary may contest the invoices amounts in writing not later than the due date. The non contesting of the invoices amounts within this time-term will signify their acceptance. Based upon the signature on this Contract, the amounts invoiced or notified in any way to the Beneficiary shall be deemed assumed and accepted by the Beneficiary, on the date of the invoice or payment document issue. The provisions of this article shall not restrict in any way the right of the Beneficiary to contest the amounts of the due invoices and/or of other payment notices under the law. **(4) Pro-forma invoices.** INES may issue, for any of the provided Services, before the final invoice date, as well as for the amount of payable penalties as well as when the services amount in any month exceeds the value of the contracted service, Pro-forma invoices, the final invoice being sent by mail after the confirmation

of the payment made by the Beneficiary. Until the payment confirmation, INES may suspend the access to the Service, which suspension may be avoided by the Beneficiary either by payments in advance or by establishing security deposits. The pro-forma invoices due date will be specified in their contents. **(5) Payment.** The Beneficiary is required to pay the amounts invoiced monthly until the due date, in cash at INES headquarters, by payment order or electronic payment into the bank account of INES, with no cost associated with this form of payment. The payment shall be considered made in due time if the invoiced amounts due and invoiced are registered in INES bank account no later than the due date stated on the invoice, on the pro-forma invoices and/or in the contract. In this due date is not observed, delay penalties shall apply.

Article 6. Contract Duration

(1) Coming into force. The Contract shall come into force upon the signature by the Beneficiary and the activation of the first contracted Service and may be terminated under the conditions stipulated therein. **(2) The minimum contract life.** The contract shall be deemed concluded for an initial minimum period of 12 months and shall automatically be renewed for successive periods equal to the initial period if, 30 days before the expiration of the initial/successive term it is not otherwise agreed. **(3) Activation of the Service.** The access to the contracted Service is granted within maximum 21 days from contract signing, on condition the Beneficiary is eligible for the requested Services (including, without limitation to: submission of all documents necessary for the activation, posting a deposit/advance payment/payment of due amounts). In case the Services are requested by the Beneficiary further to the conclusion of the Contract, the respective amounts shall be activated on the first Billing date after their respective request, at the latest. **(4). Non-activation penalties.** In case of breach of the 21 –day activation term, the Beneficiary may request damages in maximum 30 working days from the date of the Contract execution, respectively from the date of the request for activation of new Services. Further to the evaluation of the request and all circumstances, INES shall offer damages under the form of a discount of the subscription of free minutes/calls depending on the nature of the service undelivered. Compensation will be found on the invoice following a solution favorable to the Beneficiary's request, in the form of a discount from the subscription value or free minutes, depending on the undelivered service.

Article 7. Suspension of the Service

A. (1) The suspension of Service is possible for an indefinite period at the express request of the Beneficiary or **at INES initiative**, under the following conditions: a) the Beneficiary fails to meet its contractual obligations, in particular those relating to the payment for the invoiced services and when there are outstanding and unpaid invoices for a period longer than 30 days following the billing date, b) in case of fraud or attempted fraud, when the Beneficiary uses the contracted Service abusively or exceeds the Contract Limitation, and c) in any of the cases set out in the Special Conditions assigned to each Service. **(2)** The suspension may occur at the time of committing the offense involving the violation of the Contract obligations or within 30 days from the date of the first outstanding invoice, in case of a payment obligation, without any notice to the Beneficiary in this regard. During the suspension, INES obligations are suspended. If the Beneficiary is the title holder of several Services, the default of paying any of the contracted Services, within maximum 30 days following the due date of the first invoice, may result in the suspension of all the Services under the Contract.

B. Suspension of the Service may be enforced upon **the express request of the Beneficiary** under the following conditions: a) the suspension shall be requested for a period of maximum 3 months; b) the suspension will be requested in the month before the suspension and will enter into force on the 1st day of the following

month; c) as of the date of the request for the suspension, the Beneficiary does hold outstanding debts to INES.

C. Suspension of the Service does not relieve the Beneficiary of the payment of the monthly tariffs due, so that the reconnection of the Service will be performed after the Beneficiary pays INES all the outstanding amounts at the date of the request for reactivation of the Services, the monthly tariffs related to the suspended period, including the penalties, if necessary. Service will resume within 3 working days from the full payment of the amounts due. No reconnection fees shall apply for any of the Suspended Services.

Article 8. Limitation of liability. Obligations of the Beneficiary

(1) The Beneficiary may not conclude the Contract and may not use the Service: i) to resale or assign the Service to third parties, without the prior written consent of INES ii) to provide Internet telephony services if the service is used for voice call termination in INES network or in the network of other telecommunications operators and iii) in a manner contrary to the practice in the field of electronic communications, regulations and legislation in force and without a legal authorization or ANCOM license to do so. **(2)** To limit abusive use of the network and to ensure an adequate level of service for all the Beneficiaries, INES may legitimately restrict certain Service parameters such as the data transfer speed, the access to services etc. for one Beneficiary or for all Beneficiaries. INES is not responsible for the misuse of the service, for the use of the services for other purposes than those provided for in this contract, in accordance with the law in force. **(3)** The Beneficiary undertakes to use the service in a normal manner and shall not disclose information relating to his/her INES user account. The Beneficiary shall not take or allow any action that would endanger the security and integrity of INES network, of the Internet network as well as of the servers or computers of INES or of third parties connected to the network or that would violate in any way the normal use of the Services. In these cases, the responsibility for any damages claimed by third parties belongs exclusively to the Beneficiary.

Article 9. Confidentiality. Processing of personal data

(1) INES will ensure the confidentiality of the personal data supplied by the Beneficiary or requested from the same, unless the disclosure of such information is made with the prior approval of the Beneficiary given under this Contract at the request of authorized third parties or for the provision of services to third parties (such as printing and/or sending invoices, debt collection services, etc.) to perform the Contract. **(2) Processing of Personal Data in order to perform the Contract.** The Beneficiary agrees that the personal data, including the personal identification number, to be processed by INES in order to perform this Contract, i.e. for the activation, billing, customer relationship, recovery of due amounts, in order to verify the compliance with the Contract etc., i.e. for activation, billing, customer care, recovery of debts, validation of contract compliance, registration and reservation of domain names on behalf of Beneficiary as well as for promotional purposes, in compliance with the Beneficiary rights under the law. If these operations are performed by third parties, the Personal Data may be communicated to them in order to perform the contract. The Beneficiary may withdraw at any time its consent for the use of its personal data for promotional purposes, at the time of the Contract signing, through a separate application made in writing or subsequently through a written application communicated to INES as provided in this Contract. **(3) Beneficiary Rights.** Are those mentioned in the **Privacy Notice concerning processing of personal data** published on www.ines.ro at www.ines.ro/uploads/Information-GDPR-INES-GROUP.pdf which is an integral part of the Contract.

Article 10. Complaints

(1) The Beneficiary will submit its complaints in connection with the contractual conditions for the supply and use of the Service, in connection with the correctness of the services provided and

invoiced, verbally by phone, by calling the Customer Service no. 031.6202020, by fax at no. 031.6202099, by e-mail to the Customer Support address support@ines.ro, or by mail to INES headquarters, by registered letter with receipt confirmation, within 15 days from the day of issue of the claimed matter or from the date of the contested invoice / provision of the contested Service. (2) The complaints will be solved no later than 60 days from the date of the registration, the solution being communicated only in case of rejection of the claim, with the possibility of being appealed in accordance with the legal provisions in force. The formulation and registration of the complaint does not suspend the obligation of the Beneficiary to pay the due and contested amounts. (3) In case of failure to comply with the term set for claim settlement, except for the situations which are not under INES control, the Beneficiary may request damages in maximum 15 working days from the last date of the term set for claim settlement by INES. Granting the damages shall be performed on condition there is a valid claim registered, respectively the Beneficiary has reported a disconnection/interruption in the Service supply and it has been attributed to INES network. In case INES establishes that the Beneficiary request is valid and well-grounded, the damages shall be granted under the form of a discount applied to the monthly subscription fee, according to the period for which the Beneficiary has not received the Service. The discount shall be indicated in the invoice issued in the month following the settlement to the Beneficiary's benefit.

Art. 11. Contractual liability

(1) The failure to pay the invoice on due date results into penalties for late payment by the Beneficiary. Penalties are due on the first day after the due date until the date of the full payment of the due amounts and are 0.5% / day of delay. The Beneficiary may be requested penalties at any time during the general limitation period of 3 years. (2) In case of Contract termination a) by unilateral cancellation in case the Beneficiary has outstanding debts as of the date of the request and does not comply with the notice period and the written notification, b) as a result of failure by the Beneficiary to observe the contractual obligations, particularly obligations relating to the payment of the provided services on the due date as well as for the non observance of the minimum life of the contract, or c) upon INES request, in cases of proven violation of the Contract Limitation, the Beneficiary may be ordered to pay compensatory damages representing the equivalent of the monthly subscription for the period remaining until the expiration of the minimum life of the Contract and upon return of the discounts/benefits/gratuities obtained upon installation or during Service supply term. (3) The Beneficiary is fully liable for the use of the Content Services, for the damages caused by the use of any proprietary information through the Content Services. The Beneficiary acknowledges that third parties providing INES Content Services are solely responsible for the content, validity, safety and legality of the content services provided.

Article 12. Compensation/Liquidated damages

(1) In case of non-observance of the contractual quality levels, as well as for non-observance of other contractual clauses assumed for the provision of the Services (Internet, telephony, television) due to network failures caused by the INES fault / negligence, the Beneficiary may be compensated, after analyzing each individual request submitted in writing to INES. (2) Compensation shall be made only at the request of the Beneficiary submitted no later than 15 days from the date when the respective malfunction should have been resolved, as per the term laid down by Article 10 (2) of this Agreement. The compensation is granted provided adequate evidence of the notified fault is registered in INES records and servers for the area, the geographical area indicated by the Beneficiary and provided that the Beneficiary is directly affected by the notified malfunction, INES having the right to request any

supporting documents in this sense. (3) If the Beneficiary's claim is established, the indemnity shall be granted by reducing the monthly subscription fee, in proportion to the period during which the Beneficiary did not benefit from the Services or by providing free minutes. The discounts will be highlighted in the bill issued in the month immediately following the favorable solution of the Beneficiary's request. (4) However, INES shall not be liable to the Beneficiary and / or to third parties for damages, loss of profits, unrealized gains and / or non-capitalization of business opportunities or any other loss suffered by the Beneficiary and resulting directly or indirectly from, but not limited to: (i) lack of access to Services or the provision of Inappropriate Quality Services; or (ii) inappropriate use of the Communication Services and Equipment by the Beneficiary, (iii) the non-functioning of the Services for technical reasons and / or the actions of third parties. If the Beneficiary is not satisfied with the indemnities granted by INES, he may address the competent courts for the purpose of recovering the damage suffered.

Art. 13. Termination of the Contract

(1) INES, as well as the Beneficiary, may terminate the contract further to a written notice of termination addressed to the other party, submitted by registered letter with receipt confirmation, at least 30 days before the desired date of termination. In the event that the termination is requested by INES, the Beneficiary shall not pay any compensation or penalty. In the event that the termination is requested by the Beneficiary or the Contract termination occurs entirely by the Beneficiary fault, the Beneficiary must pay all amounts due including the related accessories (delay-related penalties) as well as a compensation equivalent to the value of the Service installation fee and the monthly subscription for the period until the expiry of the minimum life of the Contract, in case of termination/cessation before expiration of the minimum contract life. This compensation also applies if the contract termination is due to the violation of the Contract Limitation, suspension of the Service provision for unpaid invoices for a period exceeding 30 days from the due date of the payment obligation, the compensation being due from the due date of first unpaid invoice. (2) Termination of the Contract shall also occur if the Beneficiary has requested porting and this has been completed, or the Beneficiary has requested in writing the cancellation of his porting request, under the conditions and within the time limit set by the law. (3) Termination of the Contract does not remove the obligation of the Beneficiary to pay all the amounts due under the Contract, including the outstanding amounts that will be included in the invoices issued after the INES registration of the termination request, for the services provided but not invoiced until the date of termination (including the monthly payment installments of the terminal purchased by the beneficiary according to the promotional offer, amounts that become due and payable), as well as the possible cessation costs, as provided above. (4) This contract terminates automatically, without formal notice and without court intervention, this option belonging to INES, on the expiry of a period of 120 days from the date of the first invoice due and unpaid. (5) Upon the termination of the contract or of the Service at one or several locations, the Beneficiary shall return INES all the equipment installed by INES for the Beneficiary for the proper operation of the Service in all the locations or just in the locations where the Service is no longer functional, equipment specified in the Fees and Services Appendix or in the handing-over minutes and which are the property of INES. If, on the termination, the Beneficiary does not return the equipment to INES, the latter may require and the Beneficiary undertakes to pay as penalty an amount equal to the value of the equipment handed-over in loan and not returned. (6) The termination of the contract will not affect the outstanding obligations of the parties at the date of the termination or the obligations which, by their nature, survive the Contract

termination. The cessation of the services provision will be notified in advance to the Beneficiary by any means of communication.

Article 14. Assignment of the Contract

(1) The full or partial assignment of the rights and obligations under this Contract may be achieved by INES, by notifying the Beneficiary. (2) The Beneficiary may assign, in full or in part, the rights and obligations under this Contract only with the written consent of INES and only by signing the framework-contract of assignment drafted by INES. (3) In case of Contract assignment, both the former and the new Beneficiary are jointly liable for the fulfilment of the contractual obligations.

Article 15. Force Majeure. Fortuitous event

(1) The parties shall be exonerated from liability if the Contract cannot be enforced due to a force majeure or fortuitous event. The force majeure/ fortuitous event mean any external event beyond the control of the affected parties, unpredictable, absolutely invincible and inevitable, such as: state of war, armed conflicts, military actions, terrorist attacks, strikes, weather disturbances, solar explosions, etc. (2) Upon cessation of the force majeure event, the party who was not able to meet its obligations will resume the fulfilment of its obligations under this Contract. (3) However, INES will take all technical and logistical measures to ensure the maximum availability of the Services and in such cases.

Article 16. Amendments to the Contract

(1) Except as expressly provided in the contract, the intention to modify the Contract shall be notified to the Beneficiary by any means which may ensure the communication and the modification of the contract shall be done by an addendum signed between the parties (2) **Changing of the location.** If the Beneficiary intends to change the

location for the Service provided, it will notify INES upon. With the previous approval by INES, an addendum to the contract shall be concluded, addendum which will include the new location, the time of installation and the afferent Fees. The Beneficiary agrees to pay the subscription for the period between removal of the service from the former location until the date on which the service is provided at the new location.

Article 17. Communication

(1) All communication to be sent by INES under this Contract, including those related to Fee changes, will be communicated to the Beneficiary by any means that ensure the delivery, such as: information on its own website, sending to the Beneficiary terminal equipment in case of IP television, e-mail, invoice, mail, media or other means that allow information to reach the Beneficiary. (2) Applications for the unilateral cancellation of the Contract and those concerning the intention of not extending the Contract life before the expiry of the Contract shall be sent to INES headquarters, in writing, by registered letter with receipt confirmation.

Article 18. Litigation

(1) The parties agree that all disputes arising from the conclusion, validity, performance and termination of this contract which have not been settled amicably be settled by the courts of Bucharest, competent to hear such disputes. (2) For any dispute arising out of or in connection with its complaint not settled amicably, the Beneficiary may apply to the National Authority for Management and Regulation in Communications ("ANCOM") in accordance with the Government Emergency Ordinance no. 111/2011 and with the Decision no. 480/2010 issued by ANCOM.

The special conditions for each requested service are an integral part of the Contract. When signing the contract the Beneficiary is informed that the Special Conditions for each service can be found on the Internet www.ines.ro Use of any requested Service implies that the Beneficiary has been informed, accepted and assumed the special conditions applicable at the date of use service.

Processing of personal data:

- I hereby acknowledge that the processing of my personal data is carried out by INES in compliance with the legal provisions on the protection of individuals with regard to the processing of personal data and the free movement of such data.
 - I am bound to respect the legal provisions on the protection of individuals with regard to the processing of personal data and the free movement of such data.
- I agree that my personal data will be processed for the purpose of concluding and executing this Agreement.
 - I agree that my personal data will be processed for marketing, advertising and survey purposes and other promotional actions on iNES services and products.

This Agreement includes the following applicable appendixes, as applicable, to which the Beneficiary declares that it has acknowledged, depending on the Service requested either at the date of signing the Contract or subsequently, according to the Appendix on Tariffs and Services, as follows: Framework Contract for General INES Services, Special Conditions for the provision of Internet Access Services, Special Conditions for the Provision of Telephony Services, Special Conditions for the Provision of Audiovisual Services, Special Conditions for the Provision of Data Centre Services, the Annex of Tariffs and Services and the minutes of the custody and commissioning of the Service. This contract represents the will of the parties being drafted and signed in 2 (two) copies, today one copy for each contracting party.

<p>INES GROUP S.R.L. By the Sales Representative [signature and stamp]</p>	<p>Beneficiary By the Legal Representative [signature]</p>	<p>[Stamp]</p>
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These Special Conditions/Series F have acquired certain date by their registration in the registry of the Lawyer Office Luminita Negoescu under no. **445** dated **05/25/2018** and will take effect starting on **05/25/2018**. The contracts signed after the effective date will be applied these Special Conditions, until the issue of other conditions. The compliance of the signed counterpart with the certain date may be checked by accessing the website www.ines.ro. INES will display the applicable General Conditions and the Special Conditions to the Internet address www.ines.ro. The proof of the legal relations between the Parties shall be done by the contract signed by the Beneficiary and by INES and by the special conditions applicable to the requested service at the time of the purchase and use, conditions that have acquired certain date under the provisions of this Contract and are displayed on the above mentioned Internet address.