

Electronic Communication Services Terms of Use**1. Purpose and Audience**

The purpose of these Regulations is to determine the general procedures for the application, provision and use of electronic communication services provided by the State Joint Stock Company "Latvia State Radio and Television Centre" (LVRTC). These Regulations are binding for the LVRTC and the LVRTC users of electronic communication services and regulate the relations between them.

2. Terms and Abbreviations

Abbreviation, Terms	Explanation
Equipment	Electronic communication equipment of the Service Provider to be installed at the connection point, which are intended to ensure the connection.
Contract	A written agreement between the Service Provider and the Customer.
Regulations	The terms of use of the State Joint Stock Company "Latvia State Radio and Television Centre" electronic communication services.
Services	Electronic communication services provided by the Service Provider and referred to in the contract and its annexes.
Service Provider	State Joint Stock Company "Latvia State Radio and Television Centre" electronic communication merchant.
Customer	An electronic communication merchant, that has submitted a request or signed a Contract for the Use of Electronic Communication Services offered by the Service Provider.
Boundary of Responsibility	The division of responsibility between the provision/receipt of services between the Service Provider and Customer. The boundary of responsibility is at the first connection socket installed by the Service Provider for the Customer's electronic network connection.
Connection Point	The location, where the Customer will receive access to the Service Provider's electronic communication network.

Connection	The connection to the electronic communication network of the Service Provider at the address indicated by the Customer (in a room, building or other location) in which the Customer receives Services in accordance with the signed Contract.
Parties	Service Provider and Customer.

3. General Provisions

- 3.1. These Regulations are an integral part of the contract between the Service Provider and the Customer regarding the provision of electronic communication services. These Provisions are binding to both Parties.
- 3.2. The conclusion of the Agreement for the provision of Services means that the Customer has read these Terms, fully agrees with them and undertakes to comply with the requirements referred to in the Terms throughout the term of the Contract.
- 3.3. These Regulations have been published on the Service Provider's internet website <http://www.lvrtc.lv/>.
- 3.4. The Service Provider has the right to unilaterally amend and / or supplement these Terms, of which the Customer is notified (by post and/or e-mail and/or fax) 30 (thirty) calendar days before the amendment enters into force.

4. Application for Services

- 4.1. The Customer, except for the services referred to in Paragraph 4.4 of these Regulations, shall choose the most suitable way of applying for the Service:
 - 4.1.1. electronically, by sending an e-mail to pakalpojumi@lvrtc.lv;
 - 4.1.2. in writing, by sending an application to the registered office of the Service Provider Ērgļu Street 14, Riga, LV-1012;
 - 4.1.3. by telephone, by calling a customer service officer of the Service Provider at +371 67029555.
- 4.2. The application shall contain information about the Customer (name, details, contact telephone number, e-mail), the requested technical parameters of the Service and the location to receive the Service.
- 4.3. After receipt of an application from the Customer, the Service Provider will evaluate the options to provide the Service and, within the shortest possible time, but not longer than 30 (thirty) calendar days, will reply to the Customer.
- 4.4. Renewal of the connection to another legal entity, relocation of the Connection Point, changing the type of connection, as well as other changes related to the Service are performed upon the written request of the Customer.

5. Signing a Contract

- 5.1. If it is technically possible to install the Service, including all necessary approvals, permits (including authorisations for the use of radio frequency spectrum) to install equipment and/or cables at the location specified by the Customer, the Service Provider and the Customer shall sign a contract.
- 5.2. The Customer undertakes to provide the Service Provider with all the necessary information to conclude the Contract and install the Service. The Customer is responsible for the veracity of the information provided to the Service Provider.
- 5.3. In order to ensure timely communication, Service installation and further provision of the

Service, the Service Provider and the Customer shall appoint contact persons responsible to ensure the completion of the Contract. The necessary contact information is specified in the Contract.

- 5.4. By signing the Contract, the Service Provider and the Customer agree on the terms of installation and provision of the Service, technical parameters and other significant issues related to the provision of the Service.
- 5.5. A service provider has the right not to enter into a contract and, in case of entering into a contract, not to commence the provision of a Service or, if provision of a Service has been commenced, to terminate it if:
 - 5.5.1. the Customer has not fulfilled the obligations specified in the Contract to establish/provide the Service or has not submitted the information and/or documents requested to the Service Provider;
 - 5.5.2. the Customer provided false information, including incorrect data or has not indicated it at all;
 - 5.5.3. the Customer has outstanding obligations towards the Service Provider;
 - 5.5.4. official information has been published regarding the commencement of the Customer's insolvency proceedings, bankruptcy proceedings, reorganization or liquidation proceedings;
 - 5.5.5. in other cases that may adversely affect the further cooperation of the Service Provider and the Customer and the ability to fulfil the obligations specified in the Contract.
- 5.6. The Customer shall inform the Service Provider in writing at least 10 (ten) business days in advance about all changes related to the Customer's details, contact information and other information that may significantly affect the performance of the Contract.
- 5.7. The terms and conditions stipulated in the Contract but not stipulated in these terms and conditions shall be valid for the duration of the respective Contract.
- 5.8. If these provisions are contrary to the provisions of the Contract, the provisions of the Contract shall be applied.

6. Establishment and Provision of Services

- 6.1. If necessary, the Customer provides the Service Provider with information and documents about the place of provision of the Service (plans of the object, premises, common communication schemes, etc.). The Customer is responsible for the veracity of the information provided to the Service Provider.
- 6.2. The Customer provides access to the Service Provider's employees to the premises necessary to install and provide the Service.
- 6.3. The Service Provider shall install the Service and start providing the Service within the term specified in the Contract and after the completion of the provisions of clause 5.1.

6.4. Equipment:

- 6.4.1. In order to ensure the provision of the Service, the Service Provider shall install the necessary equipment within its boundary of responsibility, including the installation of the necessary communication lines, unless the Parties have agreed otherwise.
- 6.4.2. The Service Provider shall determine the composition of the equipment to be installed for the provision of the Service, unless the Parties have agreed otherwise.
- 6.4.3. During the provision of the Service, the Service Provider has the right to change the composition of the equipment without prior approval from the Customer, provided that such changes do not impair the technical parameters of the Service provided to the Customer.
- 6.4.4. Network properties (IP addresses, etc.) are assigned by the Service Provider. If required, the Service Provider shall have the right to change the network properties, informing the

Customer in advance.

- 6.4.5. The Customer is responsible for the proper functioning of their equipment.
- 6.4.6. Unless otherwise stipulated in the Contract, all of the installed equipment in the Customer's premises and facilities for the provision of the Service are the property of the Service Provider. From the time, that the equipment is installed, the Customer takes on the material responsibility for the maintenance of the equipment.
- 6.4.7. The Customer is prohibited from performing any technical operations with the installed Equipment without prior consent from the Service Provider, as well as from disconnecting the Equipment from the power supply without prior approval of the Service Provider.
- 6.4.8. The Customer shall provide the necessary microclimate in the premises to ensure the proper operation of the equipment, as well as ensure the electrical power supply and physical security of the equipment. The Customer is required to restrict the access of unauthorized persons to the Service Provider's equipment located in the provision of Services premises and facilities.
- 6.4.9. The Service Provider has the right to provide the Service using third party equipment, communication lines, other resources and services.
- 6.4.10. Services are provided through the equipment outlet socket of the Service Provider or of the Customer at the Service connection point specified in the Contract.
- 6.5. The provision of the Service shall commence on the date of installation of the Service specified in the acceptance-transfer act signed by the Customer and the Service Provider, unless the Parties have agreed otherwise.

6.6. Quality of Service Guarantees:

- 6.6.1. Services provided by the Service Provider comply with the requirements specified in the laws and regulations of the Republic of Latvia regarding each type of Service.
- 6.6.2. The Service Provider guarantees the operation of the Service up to its boundary of responsibility, in accordance with the quality specified in the Contract.
- 6.6.3. The Service Provider shall ensure the provision of services 24 (twenty-four) hours a day 7 (seven) days a week up to its boundary of responsibility, excluding the periods of network outages of the Service Provider covered by these regulations and the Contract (network damage, maintenance work, repairs and force majeure).
- 6.6.4. The Service Provider ensures the repair time of the provided Services in accordance with the specified Service Damage Reporting and Prevention Level (SLA).
- 6.6.5. The Service Provider will inform the Customer in a timely manner, but not later than 3 (three) working days in advance, regarding planned maintenance and repair work, as well as the estimated time frame.
- 6.6.6. The Service Provider has the right to change the technical solution of the Service, provided that such changes do not impair the quality of the Service.
- 6.7. The Customer is required to inform the Operational Management Department of the Service Provider about damages, malfunctions or inadequate quality of the Services using the means of communication specified in the Contract.
- 6.8. In accordance with international practice (CERT® Advisory CA-2003-20), the Service Provider has the right to implement any type of data filtering and address area blocking without prior notice, i.e. to block the Customer's access to various Internet network segments, locations, information resources and services (addresses, networks, servers, teleconferencing, mailing lists, etc.). Restrictions on access are introduced in case the operation of the respective resources violates the generally accepted rules and regulations for the use of the internet and data transmission network. Access restrictions apply only to the address (availability) and do not violate the confidentiality of the Customer's information.

1. Payment and Settlement Procedures

- 1.1. The service provider shall determine the prices of services, the installation fee and the procedure for payment.
- 1.2. The basis for payment is the Contract concluded by the parties, and payments made by the Customer are on the basis of invoices sent by the Service Provider.
- 1.3. The Service Provider shall prepare invoices in electronic form and sign them with a secure electronic signature containing a time stamp. If the Customer wishes to receive a paper invoice by post, the Service Provider has the right to add an extra charge for sending the invoice to the Customer.
- 1.4. The Service Provider shall send the invoice referred to in 7.3 from the Service Provider's e-mail address rekini@lvrtc.lv by the 15th (fifteenth) date of each current month to the e-mail address specified in the Contract, unless otherwise agreed by the parties.
- 1.5. The invoice is deemed to have been received by the Customer within two working days of sending it.
- 1.6. If the Customer has not received an invoice within the time limit specified in 7.4, they will inform the Service Provider without delay. If the Service Provider has sent an invoice after the deadline specified in 7.4, the time period for payment of the invoice shall be extended according to the number of days of delay in sending the invoice.
- 1.7. The Customer shall pay the invoice received by the Service Provider within 15 (fifteen) calendar days from the date of its dispatch, unless another term is specified in the Agreement, by transferring the amount specified in the invoice to the bank account indicated in the Service Provider's invoice. The expenses related to the payment of bank transfers shall be borne by the Party making the payment for the benefit of the other Party.
- 1.8. The date when the amount indicated in the Customer's invoice is credited to the Service Provider's bank account shall be considered the day of payment.
- 1.9. The service period shall be one calendar month. For less than a calendar month, the subscription fee shall be calculated pro rata to the duration of the provision of the services in that month to the nearest one day.
- 1.10. The Service Provider is entitled to calculate a contractual penalty for the Customer for each day of delay in payment specified in Clause 7.7. The Customer is required to pay the invoice for the contractual penalty sent by the Service Provider.
- 1.11. The Customer has the right to submit a claim to the Service Provider regarding the validity of the invoice, in accordance with the procedures provided for in Paragraph 8 of these Regulations. If the Service Provider has not received such a claim, the invoice shall be deemed to have been accepted by the Customer.

8. Procedure for Submission of Claims and Dispute Resolution

- 8.1. The Customer has the right to submit claims to the Service Provider related to the provided Services.
- 8.2. The Customer has the right to submit a claim no later than within 30 (thirty) calendar days from the date of occurrence of the specific violation / default in services.
- 8.3. In cases of non-conforming quality of services, interruption of operation or damage, a claim shall be accepted if the Customer has previously informed the Service Provider referred to in paragraph 6.7 of this Regulation.
- 8.4. The Customer shall submit the claim in electronic or paper format, indicating their details, the number / date of the concluded Agreement and fully explaining the essence of the claim.
- 8.5. The Customer shall send a claim prepared in electronic form and signed with an electronic signature to the e-mail address lvrtc@lvrtc.lv, the claim in paper format shall be sent by registered mail to the legal address specified by the Service Provider in Clause 4.1.2 of these Regulations or delivered to the Service Provider personally confirming receipt by signature. The Service Provider does not assume responsibility for the risk of non-receipt of mail.

- 8.6. The Service Provider shall perform an evaluation of the claim and ensure a reply to the Customer within 30 (thirty) calendar days from the day of receipt of the claim.
- 8.7. Disputes and disagreements shall be resolved by the Parties through mutual negotiations, but if this is not possible, the dispute shall be considered in court in accordance with the procedures specified in the regulatory enactments of the Republic of Latvia.

9. Suspension of the Provision of Services. Amendment and Termination of the Contract

- 9.1. Each Party may unilaterally opt out of the Service or terminate the Agreement in accordance with this Regulation and the procedures laid down in the Contract, giving written notice to the other Party 30 (thirty) calendar days in advance and paying each other, unless otherwise provided in the Contract.
- 9.2. If the Customer has not paid in time for Services received and / or the installation of the Service in accordance with Clause 7.7 of these Regulations, the Service Provider has the right to terminate the provision of the Services.
- 9.3. If the provision of the Service is terminated due to the Customer's debt, the Service Provider shall resume the provision of the Services upon receipt of confirmation of all the specified payment, incl. late fees. If such payments have not been made within the time period specified in 7.7, the service provider shall be entitled to terminate the Contract.
- 9.4. The Service Provider is entitled to charge the Customer an additional fee for the Service renewal works referred to in Clause 9.3.
- 9.5. The Service Provider has the right to unilaterally terminate the Contract by notifying the Customer if it is unable to continue to provide the Services in accordance with the requirements of the laws and regulations of the Republic of Latvia.
- 9.6. Upon termination of the Contract, as well as upon termination of the provision of the Service at individual connection points, the connection shall be disconnected and the equipment shall be dismantled.
- 9.7. Upon termination of the Contract or termination of the provision of the Service due to the fault of the Customer or on its initiative, the Service Provider has the right to charge the Customer a fee for disconnection of the Connection and / or dismantling of the Equipment.
- 9.8. The dismantling of the connection point shall be the subject of a dismantling act, unless otherwise agreed by the Parties.
- 9.9. The Customer has the right to terminate the Contract within 30 (thirty) calendar days if the Service Provider has made changes in service prices during the term of the Contract which are unfavourable to the Customer. Such procedures shall not apply to cases related to amendments to the laws and regulations of the Republic of Latvia (changes in taxes determined by the State, exchange of official currency, etc.) and in such cases the Service Provider has the right to change prices without informing the Customer in advance.