Senanet — Internet Service Agreement

Translation for reference only. The Georgian text of the Agreement is legally binding.

Agreement No. […]

Senaki · ..... 20...

Senaneti LLC (Senanet) (identification code: 439864602, legal address: 9 Leo Kiacheli St., Senaki, authorized by the Georgian National Communications Commission to provide electronic communication services since 14.09.2015), represented by its Director, Otar Chvamania (hereinafter the "Provider"), on the one part,

and **[Subscriber's first and last name]** (personal No.: […], address: […], phone: […], e-mail: […]) (hereinafter the "Subscriber"), on the other part,

together the "Parties", guided by the Civil Code of Georgia, the Law of Georgia on Electronic Communications, the Law of Georgia on Personal Data Protection and the Regulations on the Provision of Services and Protection of Consumer Rights in the Sphere of Electronic Communications approved by Resolution No. 3 of the Georgian National Communications Commission of 17 March 2006 (hereinafter the "Regulations"), have concluded this Agreement as follows:

Article 1. Definitions

1.1. Terms used in this Agreement have the meaning given in the Regulations and the Law of Georgia on Electronic Communications, including:

1. **Service** – internet access (fixed broadband access) provided by the Provider to the Subscriber under this Agreement and the tariff plan;
2. **Tariff plan (package)** – the list of tariffs and service parameters approved by the Provider and attached to the Agreement (Annex 1);
3. **Demarcation point** – the point dividing the obligations of the Provider and the Subscriber;
4. **Invoice** – a document stating the charges for the billing period, the payment deadline and payment details;
5. **Deposit** – an amount paid in advance by the Subscriber to the Provider's account;
6. **Service restriction** – provision of the service on limited terms (e.g., reduced speed or temporary blocking of access);
7. **Service termination** – termination of the Agreement in accordance with the Regulations and this Agreement;
8. **Complaint** – a written or electronic application of the Subscriber requesting restoration of a violated right;
9. **Notice** – information sent by the Provider to the Subscriber in writing, by SMS, e-mail or in the Subscriber's personal account;
10. **Public Defender** – the Public Defender of Consumer Interests at the Georgian National Communications Commission.

Article 2. Subject of the Agreement and Service Parameters

2.1. The Provider undertakes to provide the Subscriber with internet service at the following address: […], and the Subscriber undertakes to pay for the service in accordance with this Agreement.

2.2. Main service parameters:

Parameter	Value
Tariff plan	[…]
Access technology	fiber (FTTH/GPON)
Advertised (maximum) speed, download/upload	[…] / […] Mbps
Normally available speed	[…] / […] Mbps
Minimum guaranteed speed	[…] / […] Mbps
Traffic limit	[unlimited / … GB]
IP address	[dynamic / static]
Terminal equipment (router/ONT)	on temporary loan, free of charge; to be returned upon termination of the Agreement
Initial connection deadline	no later than 5 working days from registration of the application (subject to clause 2^1.8)

2.3. The Provider ensures service quality at the level set by Georgian legislation, the quality indicators of the Commission and this Agreement. Speed is measured at the demarcation point over a wired connection.

2.4. If the actual speed is significantly or systematically below the minimum or normally available speed specified in clause

2.2, the Subscriber may demand that the defect be remedied, a proportionate reduction of the fee, or early termination of the Agreement without a penalty.

2.5. At the Subscriber’s request, a new or additional service is formalized by an additional agreement, which forms an integral part of this Agreement.

Article 2¹. Connection Terms

2¹.1. To obtain the service, the Subscriber submits an application to the Provider at a service center, on the website senanet.ge or via the hotline (032) 2112171. A copy of an identity document is attached to the application. The Provider registers the application and informs the Subscriber of its registration number.

2¹.2. If the Subscriber is not the owner of the premises, installation requires the consent of the owner or their authorized representative. Cable laying in common areas (stairwell, roof, basement) is carried out in accordance with the law and, where necessary, in agreement with the homeowners’ association.

2¹.3. Within 5 working days of registering the application, the Provider checks the technical feasibility of the connection. If connection is technically impossible, the Provider informs the Subscriber of a reasoned refusal in writing or electronically within the same period and refunds any prepaid amount in full within 10 days.

2¹.4. Standard installation includes: laying no more than 150 meters of cable from a point inside or near the building to the Subscriber’s apartment, mounting and configuring the terminal equipment, and testing the connection on one device. Work beyond standard installation (extra cable, wall drilling, cable ducts, etc.) is performed only with the Subscriber’s prior consent at the rates set in Annex 1.

2¹.5. The installation time is agreed with the Subscriber in advance. Upon completion, the Parties sign an acceptance certificate (Annex 2) stating the connection date, work performed, the name, serial number and form of use of the equipment handed over, and the result of the initial speed test. If the Subscriber accepts the equipment without signing, the connection date is the day the service is actually activated on the network.

2¹.6. If the Subscriber cancels the connection before work begins, the amount paid is refunded in full. If cancelled after work has begun, the amount is refunded less the cost of work actually performed and materials used. The refund is made within 10 days of receiving the application.

2¹.7. If the Provider, through its own fault, fails to connect within the period set in clause 2.2, the Subscriber may withdraw from the Agreement and demand a full refund of the amount paid.

2¹.8. If connection cannot be completed within the period set in clause 2.2 for objective technical reasons (e.g., the need to lay an additional line, awaiting the consent of the owner or the homeowners’ association, delays related to third-party infrastructure, weather conditions), the Provider shall, before that period expires, inform the Subscriber of the reason for the delay and the new expected connection date. In that case the connection period may be extended by no more than 20 working days. The Subscriber may at any time, including during the extension, withdraw from the Agreement and receive a full refund of the amount paid within 10 days. After the extended period expires, clause 2¹.7 applies.

Article 3. Tariffs, Payment and Price Changes

3.1. The monthly subscription fee is […] GEL, according to the chosen tariff plan. The one-time fiber connection/installation fee is free of charge for individuals and GEL 50 for legal entities. Full tariffs for basic and additional services are set out in Annex 1.

3.2. The service is provided on a prepaid (advance payment) basis. The billing period is one month, counted from the day the service is connected (activated); the fee for the next period is paid by the same day of the following month (e.g., if connected on the 10th – by the 10th of each month; if connected on the 20th – by the 20th). Payment is made by bank transfer, via payment terminals, online or at the Provider’s service centers.

3.3. The Provider supplies the Subscriber with an invoice free of charge and, on request, detailed information on services rendered, tariffs and amounts for the billing period.

3.4. Upon connection, the Subscriber pays for the first billing period. If the service was restricted for non-payment and the Subscriber subsequently pays, a new billing period starts from the day the service is restored, and no fee is charged for the restriction period. No fee is charged for periods of interruption caused by the Provider, and any amount already paid is recalculated (Article 9).

3.5. Any overpayment is credited to the Subscriber’s balance and, upon the Subscriber’s application, refunded within 10 days of receiving the application.

3.6. If the Subscriber does not pay for the next period and the delay exceeds one full month, the Provider may, after prior notice, charge the Subscriber a penalty of GEL 5 (five), but not more than 20% of the overdue amount. No penalty is charged for a delay of less than one month. The penalty is charged only once per overdue billing period.

3.6¹. At the Subscriber’s request made via the hotline or at a service center, the Provider activates an interest-free credit: the service continues for 3 (three) calendar days without payment. The credit is available no more than once per billing period. Days received on credit form part of the next billing period and are not paid for additionally; if payment is made within the credit period, the billing date does not change.

3.7. The Provider may change a tariff or service terms only after notifying the Subscriber at least 30 calendar days in advance. If the change worsens the Subscriber's position, the Subscriber may terminate the Agreement before the change takes effect without any penalty or additional cost.

3.8. During the term of a fixed-term (promotional) agreement, a unilateral tariff increase is not permitted, except where caused by a change in legislation (e.g., a change in tax rates).

Article 4. Rights and Obligations of the Provider

4.1. The Provider shall:

1. provide the Subscriber with quality service in accordance with this Agreement, the Regulations and the quality indicators set by the Commission;
2. ensure connection within the period set in clause 2.2;
3. provide the Subscriber, free of charge and without hindrance, with information on tariffs, service terms and invoices, including on its website senanet.ge;
4. operate a free hotline ((032) 2112171) for fault reports and complaints;
5. check the line within 24 hours of a fault report and under normal conditions remedy the fault within 72 hours (free of charge up to the demarcation point). In the event of natural disasters, severe weather (heavy snowfall, storms, floods, lightning), damage to the network by third parties (e.g., damaged poles, construction works) or restricted access to the damaged section, the fault is remedied as soon as possible once such circumstances cease; in that case the Provider informs the Subscriber of the cause and the estimated restoration time, and no fee is charged for the period of interruption;
6. notify the Subscriber of planned works at least 48 hours in advance and, in case of an outage, promptly inform the Subscriber of its cause and expected duration;
7. protect the Subscriber's personal data and the confidentiality of communications (Article 7);
8. not restrict or terminate the service in connection with a disputed amount while a complaint is under review;
9. provide the Subscriber, on request and free of charge, with a copy of this Agreement and its annexes.

4.2. The Provider may:

1. demand timely payment for the service;
2. restrict or terminate the service only on the grounds and in the manner set out in Article 6;
3. carry out planned technical works on the network with prior notice;
4. apply reasonable and transparent network management measures only within the limits permitted by law (clause 7.6).

Article 5. Rights and Obligations of the Subscriber

5.1. The Subscriber may:

1. receive quality service with the parameters set in this Agreement;
2. receive, free of charge, full information on tariffs, invoices, service terms and changes to them;
3. change the tariff plan on the terms offered by the Provider;
4. request temporary suspension of the service by written agreement (clause 6.6);
5. file a complaint with the Provider, the Public Defender, the Commission or a court (Article 8);
6. demand restoration of a violated right, recalculation of fees and compensation for damage caused;
7. terminate the Agreement at any time in accordance with Article 6.

5.2. The Subscriber shall:

1. pay for the service on time;
2. use the service for personal consumption only, not resell it to third parties and not use it for unlawful purposes;
3. use only technically sound terminal equipment approved for use in Georgia;
4. take care of equipment owned by the Provider and, upon termination of the Agreement, return it in working order within 10 days (allowing for normal wear and tear);
5. allow the Provider's representative access to the demarcation point at an agreed time to remedy faults;
6. notify the Provider of any change in contact details within 10 working days.

5.3. If equipment owned by the Provider is lost, not returned within 10 days of termination of the Agreement, or damaged through the Subscriber's fault, the Subscriber shall reimburse its value as stated in the acceptance certificate (Annex 2) when the equipment is handed over, depending on its model. The amount is reduced to account for normal wear. Manufacturing defects and normal wear and tear are not subject to reimbursement, and the Provider replaces such equipment free of charge.

5.4. The Subscriber is responsible for securing their network (including Wi-Fi), keeping the password confidential and for actions performed through their connection. Using the service is prohibited: to distribute unlawful content; to send spam; to attack or gain unauthorized access to the networks of the Provider or third parties; to disrupt the normal operation of the network. In the event of a direct threat to network security (e.g., an attack from the Subscriber's infected device), the

Provider may immediately restrict the service until the threat is eliminated and shall promptly inform the Subscriber, stating the reason. If the restriction proves unjustified, no fee is charged for that period.

Article 6. Term, Restriction, Suspension and Termination

6.1. The Agreement enters into force upon signature and is concluded for an indefinite term.

6.2. No minimum term applies; the Subscriber may terminate the Agreement at any time under clause 6.7.

6.3. The Provider may restrict the service only in the following cases: a) expiry of the prepaid billing period without payment for the next period (clause 3.2), taking into account the credit under clause 3.6^{1}; b) damage to or unlawful use of the network or equipment by the Subscriber; c) refusal to allow the Provider's representative access to the demarcation point. Before restriction, the Provider sends the Subscriber a notice at least 3 days in advance stating the reason, the amount owed, the form of restriction and a contact number.

6.4. A restricted service is restored no later than the end of the day following elimination of the cause.

6.5. The Provider may unilaterally terminate the Agreement if the ground for restriction is not eliminated within 60 days of restriction, with at least 10 days' prior written notice.

6.6. Upon the Subscriber's written or electronic application, the service may be temporarily suspended for up to 12 months at a time, with the right to repeated extension at the Subscriber's request. During suspension, the Subscriber pays a reduced monthly fee of GEL 5 (five) (Annex 1), in return for which the network connection, the terms of the Agreement and the equipment are retained. The start and end dates of suspension are recorded in the application. The Subscriber may at any time request early restoration of the service (restored no later than the next working day) or terminate the Agreement under clause 6.7. The suspension period does not count toward the minimum term of the Agreement unless the Parties agree otherwise.

6.7. The Subscriber may terminate the Agreement at any time by written or electronic notice to the Provider (at a service center, by e-mail or via the personal account). The Agreement terminates no later than 3 working days after receipt of the request. Fees are charged only for service actually received.

6.8. Upon early termination of a fixed-term agreement, the Subscriber reimburses only the residual value of the benefit received (discount, free equipment) in proportion to the remaining term; this amount shall not exceed the total subscription fees for the remaining term.

6.9. No penalty or reimbursement is charged to the Subscriber if the Agreement is terminated: a) due to a worsening of terms by the Provider (clause 3.7); b) due to systematic or material poor service quality (clause 2.4); c) due to technical impossibility of providing the service at a new address.

6.10. After termination of the Agreement, service fees and penalties are no longer charged. For any debt outstanding at the time of termination, the Provider sends the Subscriber a written demand for payment with a deadline of at least 30 days. If the debt is not paid within that period, the Provider may enforce it through the courts or assign the claim to, or engage for its recovery, a debt collection company operating in accordance with the law.

6.11. If the Subscriber changes residence, the Subscriber may request that the service be moved to the new address. Within the period set in clause $2^{1}.3$, the Provider checks technical feasibility and, if feasible, moves the service at the rate set in Annex 1. If the service is technically impossible at the new address, the Subscriber may terminate the Agreement without a penalty or reimbursement of benefits (clause 6.9); in that case, the Subscriber pays only for service actually received and returns the equipment.

6.12. Upon the Subscriber's application, the Agreement may be transferred to another person (e.g., a family member or a new owner/user of the premises) at the same address with the new subscriber's consent. Upon transfer, the new subscriber takes the place of the former one in the Agreement, while any debt arising before the transfer remains the obligation of the former subscriber unless the Parties agree otherwise in writing. In the event of the Subscriber's death, the Agreement may be transferred to an heir or to a person living at the same address at their request.

Article 7. Personal Data, Confidentiality and Net Neutrality

7.1. The Provider processes the Subscriber's personal data (first and last name, personal number, address, contact details, billing and service data) in accordance with the Law of Georgia on Personal Data Protection, solely for performance of this Agreement, fulfilment of legal obligations and within the scope of any separate consent given by the Subscriber.

7.2. The Provider does not disclose the Subscriber's personal data to third parties without the Subscriber's consent, except in cases expressly provided by law (including by court decision). In the case provided for in clause 6.10, the Provider may transfer to a debt collection company the minimum data necessary to recover the debt (first and last name, personal number, contact details, address, amount and basis of the debt), based on the Provider's legitimate interest and the terms of the Agreement.

7.3. The Subscriber's data are retained for the period set by law: identity and address data – at least 1 year after termination of the Agreement; billing data – at least 3 years, or longer if required by tax or other legislation.

7.4. Use of data for direct marketing is permitted only with the Subscriber's separate, voluntary consent, which the Subscriber may withdraw at any time free of charge: ☐ I agree ☐ I do not agree.

7.5. In accordance with the law, the Subscriber may request information on the processing of their data, demand its correction, deletion or cessation of processing, and apply to the Personal Data Protection Service.

7.6. The Provider ensures the confidentiality of communications and access to the open internet: it does not block, slow down or discriminate against specific content, applications or services, except for transparent and proportionate network management measures permitted by law (network security, congestion prevention, compliance with a lawful order).

Article 8. Complaints and Dispute Resolution

8.1. The Subscriber may file a complaint with the Provider’s consumer complaints unit: at a service center, by e-mail info@senanet.ge, on the website senanet.ge or via the hotline (032) 2112171. The complaint states the Subscriber’s identity, address, Agreement number, the claim and its grounds.

8.2. The Provider registers the complaint and informs the Subscriber of the registration number. The complaint is reviewed and a reasoned decision is communicated to the Subscriber in writing or electronically within 10 working days of registration.

8.3. While a complaint is under review, the service may not be restricted or terminated in connection with the disputed amount; the Subscriber pays the undisputed portion.

8.4. If the Subscriber disagrees with the Provider’s decision or no decision is made in time, the Subscriber may apply to:

1. the Public Defender of Consumer Interests at the Georgian National Communications Commission (website: comcom.ge);
2. the Georgian National Communications Commission for dispute resolution;
3. a court in accordance with Georgian law.

8.5. Applying to the Public Defender or the Commission does not limit the Subscriber’s right to go to court.

Article 9. Liability and Compensation

9.1. The Parties are liable for non-performance or improper performance of their obligations under the Agreement in accordance with Georgian law.

9.2. If, through the Provider’s fault, the service is interrupted or materially degraded continuously for more than 24 hours, the subscription fee for the period of interruption is refunded or credited to the next invoice on a pro rata basis, without any further request from the Subscriber.

9.3. Compensation under clause 9.2 does not limit the Subscriber’s right to claim damages in accordance with the law.

9.4. The Provider is not liable for service interruptions caused by a malfunction of the Subscriber’s equipment, damage on the Subscriber’s side beyond the demarcation point, or the Subscriber’s breach of the Agreement.

Article 10. Force Majeure

10.1. The Parties are released from liability if non-performance is caused by force majeure (natural disaster, hostilities, acts of public authorities, etc.) that could not have been foreseen or prevented.

10.2. Upon occurrence of such circumstances, the Provider promptly informs subscribers via its website or the media of the cause and expected duration of the interruption. No service fee is charged during force majeure.

Article 11. Final Provisions

11.1. The Agreement is drawn up in Georgian in two copies of equal legal force, one for each Party. The Agreement may be concluded electronically in accordance with Georgian law.

11.2. The following form an integral part of the Agreement: Annex 1 – tariff plan and tariffs; Annex 2 – equipment acceptance certificate (where applicable).

11.3. Any term of the Agreement that places the Subscriber in a worse position than Georgian legislation, including the Regulations, is void, and matters not governed by the Agreement are governed by Georgian law.

11.4. The Subscriber confirms that before signing they have read the terms of the Agreement, the tariffs and the rules on restriction and termination of service, and have received a copy of the Agreement.

11.5. Official channels for notices between the Parties are: a) SMS – to the number given by the Subscriber in the Agreement; b) e-mail – to the address given in the Agreement; c) the Subscriber’s personal account (if any); d) letter – to the address given in the Agreement. Provider’s contact details: e-mail info@senanet.ge, hotline (032) 2112171, address: Bldg. 26a, Gldani 5th Microdistrict, Tbilisi.

11.6. A notice is deemed delivered: for SMS and e-mail – on the day of sending if sent on a working day before 18:00, otherwise on the next working day; in the personal account – on the day of posting; for a letter – on the day of delivery or, if the addressee avoids receipt, on the 5th day after sending. The Provider keeps records of notices sent. If the Subscriber has not reported a change in contact details (clause 5.2), a notice sent to the previous details is deemed delivered. Notices of service restriction or termination of the Agreement are sent through at least two channels.

Details and Signatures of the Parties

Provider	Subscriber
Name: Senaneti LLC (Senanet)	First and last name: […]
ID code: 439864602	Personal No.: […]
Legal address: 9 Leo Kiacheli St., Senaki	Address: […]
Bank: JSC Bank of Georgia, account: GE66BG0000000573470800	Phone / e-mail: […]
Hotline: (032) 2112171, e-mail: info@senanet.ge	
Director Otar Chvamania, signature: ..... (seal)	Signature: .....

Annex 1. Tariff Plan

Service	Tariff (GEL)	Frequency
Standard (fiber, individuals) – max. 25 / min. 15 / actual 20 Mbps	20	monthly
Business Start (fiber, legal entities) – max. 10 / min. 6 / actual 8 Mbps	50	monthly
Business Optimal (fiber, legal entities) – max. 20 / min. 10 / actual 15 Mbps	100	monthly
Fiber connection / standard installation (clause 2¹.4): individual / legal entity	free / 50	one-time
Cable beyond 150 meters and additional installation work	per the price list published on the Provider’s website	one-time
Terminal equipment (on temporary loan, clauses 5.2–5.3)	free	—
Temporary suspension of service (clause 6.6)	5	monthly, during suspension
Penalty for a delay of more than one month (clause 3.6)	5, max. 20% of the overdue amount	one-time, per period
3-day interest-free credit (clause 3.6¹)	free	no more than once per period
Technician call-out (fault on the Subscriber’s side), change of address, static IP address	per the price list published on the Provider’s website	—
Service restoration after restriction	free	—

Annex 2. Acceptance Certificate

Agreement No. […] · Connection date: ..... 20… · Address: […]

1. Work performed

Work	Quantity	Note
Standard installation (clause 2¹.4)	[…] m of cable	
Extra cable	[…] m	
Additional installation work	[…]	

2. Equipment handed over

Name / model	Serial No.	Form of use	Value (GEL)
Router […]	[…]	temporary loan	[…]
ONT / modem […]	[…]	temporary loan	[…]
Power adapter, cables	—	[…]	[…]

3. Initial speed test (wired connection): download […] Mbps · upload […] Mbps · tool: […]

4. Confirmation. The service is connected and working. The Subscriber has received the equipment in working order and has been informed of the terms of its use and return (clauses 5.2 and 5.3). Remarks: […]

Provider's representative	**Subscriber**
First and last name: […]	First and last name: […]
Signature:	Signature: .....