

CONTRACTING PARTIES:

GAMA ELECTRONICS d.o.o. Beograd, Mišarska 11, 11000 Belgrade
represented by Ćosić Nenad, Managing Director (hereinafter referred to as GAMA ELECTRONICS)

and

USER,

in Belgrade, on the date _____, conclude this

**AGREEMENT
for the Provision of Internet (ADSL) Services**

1. SUBJECT OF AGREEMENT

- 1.1. The Agreement for the Provision of Internet (ADSL) Services (hereinafter referred to as Agreement) serves to define the obligations of contracting parties in relation to using a fast and permanent Internet ADSL connection via BITSYU.NET (hereinafter referred to as SERVICES), which is an Internet service provided by GAMA ELECTRONICS.
- 1.2. SERVICE type and price, and payment terms and methods are determined in advance and calculated according to the pricelist available via ADSL.BEOGRAD.COM website.
- 1.3. Conditions of use and SERVICE type and terms are subject to change. USER will receive a timely notification by thirty (30) days after any changes are made.
- 1.4. GAMA ELECTRONICS guarantees to provide the USER with the applicable pricelist at any time via ADSL.BEOGRAD.COM website, as well as to regularly inform the USER about any changes to the said list.

2. SERVICE DEFINITION & INTERNET SERVICES

- 2.1. ADSL (Asymmetric Digital Subscriber Line) is a service providing fast and permanent Internet access using the existing twisted-pair telephone lines without blocking the phone line for phone calls, but with no guaranteed bandwidth rate.
- 2.2. Carrier telephone line number is indicated in the Certificate of Work Completion.
- 2.3. USER selects the desired service pack by signing the Annex to the Agreement.

3. INSTALLATION

- 3.1. GAMA ELECTRONICS will fulfill their obligations as defined by this Agreement upon receiving payment for the SERVICE (including installation/setup and service pack).
- 3.2. USER agrees to buy the ADSL modem which they will receive upon installation, the registration number of which is indicated in the Certificate of Work Completion.
- 3.3. All costs of resulting repairs and/or replacements of ADSL modem/router for the duration of the guarantee/agreement shall be borne by GAMA ELECTRONICS, unless in case of failure caused by inadequate handling by the USER.
- 3.4. GAMA ELECTRONICS can not guarantee SERVICE quality in case the equipment installation was done by the USER.

4. USE AND RESPONSIBILITY

- 4.1. The contracting parties have agreed the following facts are undisputed:
 - GAMA ELECTRONICS information system & network are based on complex technology consisting of multiple computer networks and public & private transmission lines under the jurisdiction of multiple national PTT administrations and databases, which are not under direct control of GAMA ELECTRONICS;
 - Access to other information systems and networks connected to GAMA ELECTRONICS system/network must be in accordance with rules and regulations of international law, as well as with legal regulations of countries owning said systems and networks, including countries where information systems and networks are located, and other rules applicable to specific systems and networks.
- 4.2. In accordance with the indisputable facts from section 4.1, contracting parties agree on the following:
 - GAMA ELECTRONICS shall not assume any responsibility nor give any warranty for permanent access to other computer systems;
 - GAMA ELECTRONICS is not responsible for any problems, additional costs and/or damages howsoever arising, suffered by either users of GAMA ELECTRONICS system/network and/or users of other systems and/or connected networks, including loss of data caused by said factors or resulting from reasons such as delay, late or wrong delivery, non-supply/non-delivery, disconnection, or other technological causes.

5. RIGHTS & OBLIGATIONS OF GAMA ELECTRONICS

- 5.1. GAMA ELECTRONICS is obliged to enable the use of selected SERVICES in accordance with technical regulations and standards for the purpose of continuous and uninterrupted use of said SERVICES by the USER within fifteen (15) days of signing the Agreement, receiving a confirmation about fulfilling the conditions for the use of selected SERVICES, and receiving payment by the USER.
- 5.2. GAMA ELECTRONICS agrees to fulfill their obligations towards the USER in a conscientious and professional manner and in accordance with their capabilities, with the limitation that provision of SERVICE implies third-party services that GAMA ELECTRONICS has no influence or control over.
- 5.3. GAMA ELECTRONICS is not responsible for any problems and/or restrictions as to use of services enabled by a third party, and neither they are obligated to provide alternative services and/or bear consequences for any damage suffered by the USER.
- 5.4. If the USER was unable to use the selected SERVICE for a continuous period of at least three (3) hours due to interference or failure of the telecommunications network, the USER shall inform GAMA ELECTRONICS about the problem in order for them to undertake measures and remedy the problems within their jurisdiction.
- 5.5. GAMA ELECTRONICS is entitled to charge the USER with incurring costs if it is established that any malfunctions and/or interference while using the SERVICE are due to incorrect USER operation and/or other limitations that are not the responsibility of GAMA ELECTRONICS.

6. USER RIGHTS AND OBLIGATIONS

- 6.1. The USER agrees to use the SERVICE and the public telecommunications service only for their own purposes. It is forbidden to use the SERVICE for illegal, atypical, and immoral purposes. USER shall not obstruct the flow of information in any way, or cause damage to devices, equipment, and/or information systems belonging to GAMA ELECTRONICS and TELEKOM SERBIA, or cause disturbance to other users, or use the SERVICE in a manner that could cause problems to other users, either directly or indirectly, and/or use the SERVICE in order to gain unauthorized access to other people's information and/or resources, or to perform any other illegal activities.
- 6.2. Since the installation of equipment does not include protection of computer network and/or infrastructure, the USER is solely responsible for adequate protection of their computer infrastructure.
- 6.3. The USER is expected to regularly maintain the devices and equipment necessary for using the SERVICE and to keep them in good working order, as well as to immediately report all malfunctions and/or problems to GAMA ELECTRONICS and/or another authorized service.
- 6.4. The USER shall make timely and regular payments for using the SERVICE according to the applicable pricelist.
- 6.5. In the event of disconnecting the telephone line used for the ADSL service due to USER's or telephone line subscriber's overdue debts to TELEKOM SERBIA, the USER will automatically lose the right to use the ADSL service.

7. PRICES AND PAYMENT METHODS

- 7.1. The USER accepts to pay compensation for the setup and selected service pack according to the applicable pricelist available via ADSL.BEOGRAD.COM website.
- 7.2. Setup implies the initial creation of user account (if necessary), enabling additional services (creating email addresses/mail servers, web servers, etc.), and provision of technical capabilities by installing an ADSL modem at USER's location.

8. VALIDITY OF CONTRACT

- 8.1. This Agreement shall come into force upon its signing by both parties, whereas the effective use of the SERVICE shall begin upon installing a modem, creating an ADSL connection to the Internet, and signing the Certificate of Work Completion.
- 8.2. This Agreement is concluded for an indefinite period of time and for the duration of at least three (3) months.
- 8.3. The SERVICE cannot be cancelled before the deadline of thirty (30) days after the implementation date expires.
- 8.4. If the USER fails to make a payment for the next period, GAMA ELECTRONICS reserves the right to either limit and/or terminate the use of selected SERVICES, as well as the use of all or some related functions guaranteed by the User Agreement and the selected service pack, and/or to charge the USER with said SERVICES as if they were specifically ordered by the USER.
- 8.5. In case of misuse/improper use of SERVICE by the USER as defined in section 3.1. of this Agreement, GAMA ELECTRONICS has the right to deny SERVICE and terminate the Agreement with the USER immediately and without prior notice.
- 8.6. Either contracting party may terminate this Agreement for non-compliance with contractual obligations by the other party.
- 8.7. The termination period is fifteen (15) days or less if there is mutual consent.

9. DISPUTE RESOLUTION

- 9.1. Arising disputes between the contracting parties are under the jurisdiction of the Third Municipal Court in Belgrade for natural persons and the Commercial Court in Belgrade for legal entities.

10. NOTIFICATIONS AND CORRESPONDENCE

- 10.1. All mail will be sent to the address indicated in the Agreement. Both contracting parties are obliged to report any change of address in a timely manner.
- 10.2. Contracting parties have agreed to accept documents sent via registered mail, fax, email, and/or by any other suitable means as a valid means of delivery of notifications and other correspondence.

11. TRANSITIONAL AND FINAL PROVISIONS

- 11.1. This Agreement has been made in two (2) identical copies of which each Party keeps one (1) copy.

GAMA ELECTRONICS

USER