

## GENERAL TERMS AND BENEFITS OF THE PRODUCT HOME ORYX ASSISTANCE

**CUSTOMER SUPPORT CENTER PHONE NUMBER 0800 22 202**

### Introductory Provisions

Article 1

1. Individual terms of these General Terms and benefits of the product Home Assistance (hereinafter: "General Terms") shall bear the meaning as follows:
  - 1.1. "ORYX" shall mean the company ORYX GROUP MKD dooel Skopje, with registered address at Sv. Kiril i Metodij br. 20, 1000 Skopje, Company Identification Number (EMBS): 7283806, organizing and/or providing the unique benefits of the product Home Assistance;
  - 1.2. "ORYX" and "ORYX Assistance" shall mean the commercial title and brand under which ORYX shall organize and shall ensure the unique benefits of the product Home Assistance;
  - 1.3. "A1" shall mean the company of the partner A1 Macedonia DOOEL Skopje, with registered address in Skopje, Ploshad Presveta Bogorodica br. 1, 1000 Skopje, Company Identification Number (EMBS): 7068310, which enters a service agreement with customers for the product Home Assistance;
  - 1.4. "Customer" shall mean any natural persons having entered a service agreement with A1 for the product Home Assistance who shall be entitled any and all rights arising from the present General Terms.

### Insurance Cases

Article 2

1. An Insurance Case shall be any future, contingent case which does not depend on Customer's exclusive will, having been caused by an insurance risk, and which has led to a damage or to a case insured under the present General Terms.
2. An emergency, in the sense of the present General Terms, shall be considered any unforeseen and unexpected event pursuant to paragraph 1 of the present Article, which has resulted in damaging, that is, destruction of Customer's property and whose urgent remediation is indispensable for the purpose of preventing:
  - 2.1. any further damaging of any buildings and objects found in the building;
  - 2.2. endangering Customer's health and safety due to the damages of the building;
  - 2.3. inadequate dwelling of the Customer due to the damages having occurred in the building.

### Customer's Obligations

Article 3

1. The Customer shall be bound as follows:
  - 1.1. to entrust the organization of the service Home Assistance to the ORYX Customer Support Center right after the occurrence of an Insurance Case, as well as to follow any and all directions and to take any and all necessary measures to decrease the scope of the damage;
  - 1.2. to ensure access to the building in which the service is to be provided;

- 1.3. to report any and all Insurance Cases that might result in payment or compensation by ORYX in writing within 30 days as of the occurrence of the Insurance Case.

### Benefits of the Product Home Assistance

Article 4

1. The Customer, within 1 year, in line with the time covered in Article 8 of the present General Terms, shall be entitled to the benefits as follows:
  - 1.1. Service of the **Customer Support Center** where the Customer shall be able to report an Insurance Case and to get information on the product Home Assistance and its benefits 0-24 hours a day, 365 days a year; using **plumbing, electricity, locksmithing, carpentry and glazing services** up to an annual amount of 13,000.00 MKD, and in total 3 usages per year, and the amount is to include the costs for delivery of the benefits of the product Home Assistance, the operational costs and contractor's travel costs.
2. Any and all amounts, that is, limits of the benefits stated in the present General Terms are stated in monetary units and shall be the highest gross value, that is, they shall be inclusive of any and all applicable taxes, additional taxes, allowances and other statutory fees.
3. Any and all benefits of the product above shall be free for the Customers up to the amount stated in paragraph 1 of the present Article. In the event of using services beyond the limit stated above or using services not included herein, the Customer may use such services by paying for them pursuant to the pricelist valid on the date of intervention.
4. If the Customer has established that a specific intervention is not necessary and has not cancelled the scheduled intervention, the costs arising from the organization of the intervention shall be calculated up to the total limit of the coverage costs, according to ORYX applicable pricelist.

### Method of Using the Benefits

Article 5

1. Within the scope defined in the present General Terms, Customers are to be provided assistance and coverage of eligible costs upon the occurrence of an Insurance Case.
2. The product Home Assistance is available 24/7, all year round, on the territory of the Republic of North Macedonia, in line with the territorial coverage referred to in Article 9 of the present General Terms.
3. Right after the occurrence of an emergency requiring an activity indispensable to prevent any further increase of damage caused, Customer should call ORYX at the phone number 0800 22 202 and should file a report to the Customer Support representative regarding the damages having occurred.
4. Prior to making the call above, the Customer should not take any actions except in the event of an extreme situation – such as to avoid a serious injury or to save their life or if the very nature of the emergency has not allowed for it to take place. The specificity of a situation requiring an independent action by the Customer should be supported by the Customer by presenting appropriate evidences, based on which ORYX shall be able to grant the Customer additional rights arising from the product Home Assistance.
5. The Customer shall provide to the Customer Support representative the following pieces of information:
  - 5.1. MSISDN;

## GENERAL TERMS AND BENEFITS OF THE PRODUCT HOME ORYX ASSISTANCE

---

- 5.2. intervention location (address and description of the building);
  - 5.3. name and last name;
  - 5.4. phone number;
  - 5.5. short description of the case in question and the type of assistance expected;
  - 5.6. any other information as requested by the Customer Support representative.
6. The Customer Support representative may refuse to provide assistance should the Customer fail to provide any of the information stated above.
  7. ORYX Customer Support Center, once having checked the information supplied, shall organize assistance in the best and the most efficient manner, and shall notify the Customer regarding the time of arrival of the contractor.
  8. ORYX hereby undertakes to employ reasonable skills and attention upon ensuring benefits related to its products; however, it does not guarantee that the services of the Product shall operate seamlessly, without any delays or defects at all times. Provided that ORYX has employed reasonable skills and attention, ORYX may not be held liable in the events as follows:
    - 8.1. potential delays having occurred as a result of external impacts occurring beyond ORYX capacities (including, but not limited to meteorological phenomena, road closures etc.), which may challenge the delivery of the benefits and the implementation of the present General Terms;
    - 8.2. damages having occurred by acting in opposition to the present General Terms by ORYX or through any other actions takes, as well as
    - 8.3. damages that nor the Customer neither ORYX could have reasonably envisaged at the time of entering into force of the present General Terms.
  9. Pursuant to the principle of conscientiousness and honesty, upon reporting an Insurance Case, the Customer hereby undertakes to take all actions so as to resolve the Insurance Case completely, and notably, to answer any questions regarding the circumstances of occurrence of the Insurance Case completely and truthfully.
  10. After making the report, the Customer shall follow the instructions provided by ORYX. Should the Customer act in violation of the instructions above, ORYX shall not cover the costs caused due to such behavior.
  11. The Customer shall, in cases defined with the applicable relevant regulations, and notably in cases caused by fire, explosions, vandalism or burglary, notify the competent police station regarding any objects which have been destroyed, damaged or missing.
  12. The contractor shall calculate and charge the amount of the intervention based on the delivered quantity and type of benefit of the product Home Assistance. Once completed, the contractor shall deliver to the Customer, and the Customer shall sign an invoice form so as to record the use of the benefits of the product Home Assistance. The calculation of the use of the benefits shall be done in line with the applicable pricelist.
  13. In the event of exceeding the limit referred to in Article 3, paragraph 1 of the present General Terms or in the event of using services not included in the benefit, the Customer shall pay any and all costs not included in the valid pricelist. If due to the amount of remaining benefits, it is

necessary to compensate the difference or the costs arising from sections of the Article 5, paragraph 1 of the present General Terms so the benefit can be provided to the Customer, and the Customer refuses to do so, ORYX shall not be obliged to provide the benefit in question.

14. If the sum of the total costs for services provided is higher than the limit as established in Article 4, paragraph 1 of the present General Terms throughout the validity period of benefits, that is, within a period of 1 year, the Customer, at the time of exceeding the limit, shall be bound to settle any and all exceeded amounts (amounts exceeding the limit). If due to the amount of remaining benefits, it is necessary to compensate the difference or the costs for spare parts and other materials necessary to repair the damages stated in Article 6 of the present General Terms so the benefit can be provided to the Customer, and the Customer refuses to do so, ORYX shall not be obliged to provide the benefit in question.

### Services of the Product Home Assistance

#### Article 6

1. The product Home Assistance shall cover costs for the organization of the visit of a handyman at the location of the emergency, which shall require an immediate intervention for the purpose of:
  - 1.1. repairing a failure and/or damage with a basic objective of preventing any further damaging of the building and the objects found inside;
  - 1.2. preventing the endangerment of Customer's health and safety;
  - 1.3. preventing Customer from dwelling in inappropriate conditions due to damages having occurred in the building.
2. **Repairing Water Supply and Sewage Pipes:**
  - 2.1. In the event of a defect of water supply and sewage plumbing, as well as of central heating plumbing, which has led to flood/unavailability of water in the house/apartment at the respective home address, and which has been characterized as a high-level damage, requiring an immediate intervention by a handyman.
  - 2.2. Should the intervention require emptying a septic tank, the costs for organization of the emptying shall be covered, but not the costs for the emptying itself.
3. **Repairing Electrical Installations:**
  - 3.1. In the event of failure of electrical installations and electrical heating system (heat regulation of heaters etc.) which has occurred following the event, such as, lightning strike, overvoltage or short circuit, requiring an immediate intervention.
  - 3.2. The paragraph above shall cover emergency interventions of air-conditioning units and water heaters.
  - 3.3. The paragraph above shall not cover costs arising from a defect of a remote controller and defect of air conditioning system condensate drain line.
  - 3.4. The product Home Assistance shall not cover as follows which shall not be considered as Product benefits:
    - 3.4.1. replacing a fuse or a light bulb;
    - 3.4.2. failure of the primary managing system of heating regulation devices, which has occurred due to non-adherence to manufacturer's instructions of use;
    - 3.4.3. fuel tank defect;
    - 3.4.4. failure of an independent (mobile) heating system, which is not an integrated part of the primary

## GENERAL TERMS AND BENEFITS OF THE PRODUCT HOME ORYX ASSISTANCE

heating system;

**3.4.5.** failure of solar heating system;

**3.4.6.** defect of home appliances and devices.

### 4. Fixing a Door Lock or Opening a Door

**4.1.** In the event the Customer or a member of Customer's household is not able to enter their building due to a previous burglary, due to lost keys, due to broken key and lock defect, the following interventions shall be covered:

**4.1.1.** door lock fixing;

**4.1.2.** door opening.

**4.2.** Emergencies caused by damages of windows and doors installed on the external walls of apartments having occurred during a burglary or upon an attempted burglary shall also be covered.

### 5. Glazing and Carpentry Services

**5.1.** In the event of glass breakage on external (and roof) doors and windows thus rendering the closing of doors and windows impossible, and if objective circumstances require an immediate remedial action, the following interventions shall be covered:

**5.1.1.** glass replacement or

**5.1.2.** temporary closing services.

### Costs Which Are not Covered and Coverage Exclusions

#### Article 7

1. Costs for spare parts and other materials required for repairing the damages shall be borne by the Customer personally in each individual case, based on their retail price.
2. Excluded from coverage shall also be damages having occurred in communal premises or to communal appliances.
3. The benefits of the product Home Assistance shall not include costs for repairing home appliances.
4. Pursuant to the provisions of the present General Terms, it shall not be covered any costs as follows and therefore ORYX obligation for providing the home assistance service shall be excluded as follows:
  - 4.1.** if the Customer fails to call the ORYX Customer Support Center for the purpose of organizing an Home Assistance intervention right after the occurrence of an emergency;
  - 4.2.** if the consequences of the event have been mitigated by the Customer or by a contractor who has not been referred by ORYX;
  - 4.3.** if the accident/the damage has occurred as a consequence of mishandling objects;
  - 4.4.** in the event the Customer has provided false information on the event;
  - 4.5.** if the Customer has caused intentional damage;
  - 4.6.** if the costs have occurred as a consequence of an earthquake, fire and other natural disasters;
  - 4.7.** if costs have occurred as a consequence of military events or war-like actions, riots, revolutions, civil disturbances, uprisings, social unrest, radiation, strikes, demonstrations, acts of terrorism or sabotage, detonations of explosives, violence or other similar events;
  - 4.8.** breakdown of home appliances and devices;
  - 4.9.** damages of gas pipes or gas leaks.

5. ORYX shall not be obliged to compensate any damages occurred beyond the scope defined in the present General Terms. Thereupon, specifically shall be excluded any monetary claims of the Customer, as the objective and the nature of these General Terms is to organize and to provide an in-kind assistance, rather than to provide monetary compensation for the Insurance Cases. Moreover, any claims for compensation that the Customer might request based on an inadequate manner of service intervention, the quality or the speed of intervention performance shall be excluded.

### Coverage Duration

#### Article 8

1. The benefits of the product Home Assistance, as prescribed in the present General Terms, shall be valid one year as of the date of signing of the product agreement, unless agreed otherwise. In the event of delivery of deactivation order/product cancellation order, the product shall be deactivated as stated in the respective order.
2. The Customer shall acquire the right to use the benefits based on the present General Terms as of the time of activation of the product Home Assistance, that is, 24 hours following the signing of the agreement, unless agreed otherwise.
3. The benefits of the product Home Assistance shall cease to be valid after the expiry of the 24<sup>th</sup> (the twenty-fourth) hour of the date which has been stated in the activation order as the date of coverage termination, unless agreed otherwise.

### Coverage Territory

#### Article 9

1. The territory of the product Home Assistance within the scope of the present General Terms shall include solely the place (the address) on the territory of the Republic of North Macedonia that the Customer has shared with A1 upon agreement signing. The home address may be altered once a year (in the event of moving etc.).
2. The service Home Assistance is included for the main facility, an apartment unit or a house, as well as for their additional premises.

### Data Collection and Processing

#### Article 10

1. Customers' personal data, collected upon the signing of the agreement based on which the benefits of the Home Assistant product are to be granted, shall be sent by A1 to ORYX so the service of benefit provision can be activated and provided.
2. In the event the Customer requests an assistance based on these General Terms, ORYX, as service provider, shall process Customer's personal data stated in the present General Terms which are required for assistance service provision. The processing of such data shall be done in line with the personal data protection policy, as stated in the ORYX Privacy Statement, which can be found on the webpage of ORYX Assistance.
3. Throughout the use of product benefits, the Customer shall be duly notified that their conversations with the Customer Support Center may be recorded for the purpose of internal client communication tracking schemes, granting product benefits, improving service quality, solving specific reported events, as well as any for any potential objections filed as an evidence in potential court proceedings in the event of a dispute etc.
4. The Customer shall, based on an unambiguous identification, notify the Partner and ORYX on any change of identification data,

## GENERAL TERMS AND BENEFITS OF THE PRODUCT HOME ORYX ASSISTANCE

---

such and name and last name, home address etc., within 15 (fifteen) days as of the change. Otherwise, ORYX shall not be considered liable for the non-delivery of the benefits which are subject matter of the present General Terms.

### Filing Objections and Resolving Disputes

#### Article 11

1. Any and all entities that have a legal interest into the product Home Assistance, based on a service agreement signed based on the present General Terms, within 30 (thirty) days as of the date of using the benefits, shall file written objections arising from or in relation to the above stated first to the address of the ORYX GROUP MKD doel Skopje, at ul. Sv. Kiril i Metodij br. 20, 1000 Skopje, Company Identification Number (EMBS): 7283806, or by email to [prigovori@oryx-assistance.com](mailto:prigovori@oryx-assistance.com), and the objections should be able to establish the contents, the signature of the person having filed it and the time of filing of the objection in a certain manner.
2. The objection shall contain all important facts and evidences it is based on.
3. The reply regarding the validity of the objection shall be provided within 15 (fifteen) days as of the date of filing of the objection.
4. In the event of a court dispute that might arise from the interpretation, the application or the fulfilment of the obligation of the present General Terms, the Parties hereby agree to grant the competence to the competent court in the Republic of North Macedonia and to apply the applicable Macedonian laws.

### Other provisions

#### Article 12

1. The provisions of the present General Terms be amended, and amended General Terms shall be published at the time of the entry into force, unless stated otherwise.
2. The present General Terms shall be applicable as of 01.03.2023.