

February 12, 2007

## SMS “DUTCH” AUCTION Regulations

### WHAT IT IS

These Regulations stipulate operational principles of the SMS-Dutch Auction (hereinafter referred to as Auction) and outline the terms and conditions of the service. Make sure you thoroughly study these Regulations, as this shall constitute your (entire) understanding and acceptance thereof.

This project shall remain exclusive on the territory of Moldova and be available exclusively to the customers of MOLDCELL.

### HOW IT WORKS

Organizer, at his discretion, shall make a subject to this Auction either a commodity or service. The set bottom limit for a bid and a bid increment shall be 1 ban (MDL 0.01). In order to participate in the Auction, a MOLDCELL user shall send an SMS message to 9559 indicating the size of bid, upon which they shall receive a notice of registration and a bid status. A participant shall be free to place the unlimited number of bids.

Considered winning shall be the unique minimal bid, i.e. the lowest bid placed by a single person unmatched by anyone else. Two or more matching bids (e.g. several bids of 15 bani) shall render each other void. Organizer shall contact the owner of a winning bid to advise them as to where and when the lot may be redeemed at the bidden price.

The cost of SMS is MDL 7 (excluding VAT) or MDL 7.79 (excluding VAT) for Alocard and YOYO users. Detailed information about the service is available at: 843-843 (service support center).

### 1. INFORMATION AND DEFINITION OF TERMS

- 1.1. The terms herein presented shall be mandatory to the participants of this Auction.
- 1.2. The term “**Bid**” shall read as a proposed price for a certain lot submitted digitally via SMS.
- 1.3. The term “**Bidder/You**” shall read as an Auction participant bidding for a certain lot.
- 1.4. The term “**Lot**” shall read as any commodity (or service) put up for the Auction as an item.
- 1.5. The term “**Unique Minimal Bid**” shall read as the lowest bidden (minimal) price, an integral number expressed in bani, submitted via SMS by an Auction participant and unmatched by anyone else.
- 1.6. The term “**Round**” shall read as a period of time during which the bids are accepted.

The terms “Our”, “We” or “Us” hereinafter shall refer to Robonet-Tehnologii SRL.

## **2. TERMS AND SPECIFICATIONS**

2.1. All information concerning the size of bids, except for the round winning bids, shall be kept secret throughout the whole duration of the Auction and not be publicly disclosed.

2.2. The Auction results shall be announced within 3 working days of its completion via mass media, presented on the website and forwarded by SMS to the winner.

2.3. Prohibited from participating in the Auction are the personnel of MOLDCELL and the Organizer-Company (Robonet-Tehnologii), their family members, as well as dealers and distributors of MOLDCELL and their personnel.

## **3. LOT OFFERING**

3.1. We shall have the right to put up for the Auction (within the agreed terms) any lot on the following conditions:

(a) MOLDCELL customers shall be notified of each new lot (other than the previous one) via SMS.

(b) Each new lot shall be valid for the whole duration of a new round.

3.2. We shall accept the unlimited number of bids submitted as SMS via a mobile phone.

3.3. The price of any lot put up for the Auction shall not incorporate funds to offset the transportation or other expenses incurred by the owner of the Unique Minimal Bid.

## **4. BID ACCEPTANCE**

4.1. Each submitted bid shall constitute the unconditional acceptance of the proposed lot.

4.2. All of the bids shall be expressed in bani and presented in figures only without commas or other punctuation marks.

4.3. A bid shall be accepted if received by SMS at 9559 as an integral number. The receipt of a bid shall be acknowledged by an SMS notification forwarded to the bidder along with the identification password to be retained until the end of a round. The SMS bid samples are as follows:

243 – shall constitute the bid of 243 bani, or MDL 2.43;

756 – shall constitute the bid of 756 bani, or MDL 7.56;

100326 - shall constitute the bid of 100,326 bani, or MDL 1,003.26.

Compliance with the above SMS terms shall have the participants and their bids registered in our system. Upon each registration, the participant shall receive an SMS notice as follows:

*“Thank you for participation! Bid XXXX accepted. Your ID#A0010000a. Good Luck! More SMS – greater chances!”*

*ID Please make sure you save the first bit ID!*

*An Auction participant shall be also notified by SMS of their bid status.*

In the event of violation of the above term, the bidder shall receive an SMS reading: “Bid NOT accepted. Check entry.” SMS tariff for 9559 is MDL 10 (incl. VAT) or 15 impulses.

4.3.1. All the bids and codes submitted for the purpose of participating in the Auction shall be accepted by MOLDCCELL and forwarded to the Organizer-Company along with the content of SMS messages.

4.3.2. Registered for the Auction participant shall thereby acknowledge their entire understanding and acceptance of these Regulations, and covenant to fully comply with the terms of MOLDCCELL and the Company-Organizer with regards to participating in the interviews, other promotion acts, and the lot presentation ceremonies organised at the end of each Auction round. Registered for the Auction participant shall thereby demonstrate their will to be publicly presented as a winner at a lot acceptance ceremony, and consent to have their image used for the purpose of Auction promotion by MOLDCCELL and the Company-Organizer.

4.4. The Organizer hereby confirms that the Unique Minimal Bid shall be determined automatically as a sole unmatched bid accepted (with a due confirmation of receipt and allocation of ID) every round by the software secured against any outside interference. The phone number, wherefrom the (winning) bid is submitted, shall be declared a winner of the Auction.

Each Unique Minimal Bid shall have a protocol entry made by a permanent commission in order to be officially recognized as a winner of the Auction. The protocol shall be notary-certified.

4.5. To identify the owner of the Unique Minimal Bid, an SMS message and ID password shall be applied.

## **5. LOT REDEMPTION AND ENTRY INTO POSSESSION**

5.1. The winner of a lot shall, within seven (7) days of being notified thereof, redeem the lot at the bidden price equivalent to the Unique Minimal Bid.

5.2. To obtain the lot, the winner shall call in the office of Robonet Tehnologii SRL to produce the passport, ID password, and the mobile telephone storing our SMS notification of the winning.

5.3. All the due payments by the winner shall be made in MDL onto the account of Robonet Tehnologii SRL.

5.4. The winner shall take the possession of a lot only after the Unique Minimal Bid has been paid in full.

5.5. Whenever you are declared the winner of a lot, you shall be notified thereof on the mobile phone number, wherefrom the application to the Auction has been made.

5.6. Once informed of winning the Auction, you shall have 48 hours to make a final decision as regards redeeming the lot at the bidden price.

5.7. If you decide, after being notified of winning the Auction, not to redeem the lot, no further action on your part shall be necessary. Unless you give us a definite answer, within 48 hours of

being notified of winning, as to how you intend to proceed, we shall retain the right to treat your silence as a refusal to redeem the lot.

5.8. Whenever you confirm the desire to redeem the lot within 48 hours of being notified of winning the Auction, your full payment shall be expected within 5 days of your confirmation. Failure to make this full payment within 5 days of your confirmation shall be treated as a refusal to redeem the lot and take the possession thereof.

## **6. DISCLAIMER AND LIMITATION OF LIABILITY**

6.1. Our liability to You shall be limited to the sum equivalent to the buyer-set Unique Minimal Bid for all cases of breach of contract or civil offence including negligence or other violations.

6.2. We shall be without liability for any damage or loss, direct or indirect, that You may incur as a result of our inability to process or accept your application due to the delayed receipt of or interrupted access to, the loss of or untimely receipt of data, natural hazards, acts of war or terrorism, security breaches or unauthorized use of personal data resulted from a hacking attack and/or the breakdown of the land line or mobile telephony networks or faulty receiving equipment.

6.3. Within the legally accepted limits, there shall be excluded any leak and release of information concerning the details or assessed value of a lot. We hereby shall not undertake to conduct any research or other fairly detailed analysis on any of the lots to verify the correctness of their available descriptions, nor shall You rely on any such descriptions or expect that any such studies have ever been conducted. We, therefore, shall not be held responsible for any lack of information in any of the lot description.

MOLDCELL and the Organizer-Company shall bear no responsibility for the replacement, repair of the lots presented, and shall be without any liability for the deterioration of consumer qualities of the lots occurred in the course of use thereof, nor shall provide any guarantee to this effect.

## **7. PARTIAL LOSS OF LEGAL FORCE**

If any provision of these regulations shall be declared inapplicable or illegal following the enactment of a law, regulation or instruction passed by government, or ensued from a final court judgment of the pertinent authority, then such an inapplicability or illegality shall not alter the validity of all other provisions of these regulations.

## **8. CONSENT TO DATA CONFIDENTIALITY AND PROTECTION**

8.1 The information you provide to participate in this service (i.e. your telephone number, bid size and number of bids) shall be subject to our Data Protection & Confidentiality Act.

## **9. GENERAL PROVISIONS**

9.1. Our terms and Your participation shall be interpreted and construed under and in accordance with the laws of the Republic of Moldova.

9.2. We shall retain the right, from time to time, to revise and pass amendments to our terms without prior notification; your participation in the Auction Service, held thereafter, shall constitute your consent to the amendments thereto.

## **10. LIMITATION OF MOBILE TELEPHONY OPERATOR LIABILITY**

10.1. Mobile telephony operator MOLDCELL (Operator), not being an organizer of the Auction, shall be without liability for any action of the Organizer, nor for any consequence, damage, etc. inflicted thereby.

10.2. By submitting an SMS Auction bid, the user shall authorize the Operator to furnish the Organizer with the following personal details – personal phone number (i.e. the number wherefrom the SMS bid has been submitted), and the amount of SMS bid. The dispatch of an SMS bid shall constitute acceptance on the part of the user of this provision.

10.3. The Operator shall disclose no information concerning the Auction. All queries related thereto shall be addressed to the Organizer through the contact numbers provided herein.

10.4. The Operator shall provide SMS service solely within the zone of network coverage.

10.5. By taking part in the Auction (sending an SMS message to the number provided by the Organizer), the user shall demonstrate acceptance of the limitation of liability of the Operator.

**Robonet-Tehnologii SRL** Agreed (with) **MOLDCELL**  
str. Mitropolit Dosoftei 142  
Chisinau MD-2004  
tel. (022) 843-843