

PUBLIC MOBILE SERVICE AGREEMENT

This Public Agreement (the Agreement) defines the general terms and conditions under which Kcell Joint Stock Company, mobile operator acting under state license MTK #ДC 0000270 of 08.06.1998 issued by Ministry of Transport and Communications of the Republic of Kazakhstan (the License), hereinafter referred to as the Operator, provides mobile communication services through its telecom network to a person, hereinafter referred to as the Subscriber, who has agreed to be bound by such terms and conditions. The Subscriber and the Operator are hereinafter together referred to as the Parties.

1. General Provisions

1.1. For the purpose of this Agreement, the following terms shall be used:

- 1) Subscriber – a physical person or business entity who/which signs this Agreement and is assigned a Subscriber number and (or) identification code.
- 2) Subscription fee – a fixed amount of money the Subscriber agrees to pay at fixed time intervals, irrespective of the amount of Services used.
- 3) Subscriber number – a phone number which is assigned to the Subscriber upon signing of the communication services contract and used to identify the Subscriber terminal within the Operator's mobile network when being connected to other Subscriber terminals, including temporary subscriber number provided at Subscriber's request when porting mobile number from other network to Operator's network to be used to receive/make calls until the MNP formalities are completed.
- 4) Subscriber terminal – personal means of communication which generates electric signals used to transmit or receive information between the Subscribers and is connected to the Operator's network.
- 5) Automated service system – a complex service system which allows the Subscriber to activate/deactivate mobile and other technologically interconnected services, switch Tariff plans by sending SMS, MMS or USSD-request or through their personal accounts, or using other technical means provided by the Operator. Any steps the Subscriber takes within the Automated service system is made equivalent to his/her written application/request.
- 6) Operator's network service area – territory in which the Operator provides communication services under the state license consistent with the technical capabilities of its telecom network, including specific nature of radio-wave propagation.
- 7) Application – the Subscriber's request regarding the terms of Services provision, submitted verbally or in writing or via the Automated service system or sent by means of facsimile communication or e-mail, in the form, manner and on conditions established by the Operator.
- 8) Subscriber's profile – a system that allows the Subscriber to check the status of his/her Personal account, manage Services he/she is using, including service activation/ deactivation, switching Tariff plans and other actions in compliance with Operator's service conditions.
- 9) Top-up card – a plastic card or any other type of carrier, as may be approved for use by the Operator, which has a secret code and protective layer, bears an indication of its face value, i.e. the amount of Services the Subscriber may consume after the top up card has been activated.
- 10) Short text message (SMS, USSD) — an information message consisting of letters and (or) numbers and (or) characters typed in certain sequence that has the length permitted by the technical capabilities of Operator's network and Subscriber's terminal.
- 11) Personal account – a register of analytical accounting maintained in Operator's billing system in respect of the amount of Services provided, funds received from and spent by the Subscriber in

accordance with the Agreement. Under the Agreement, the Subscriber may be allocated several personal accounts.

- 12) Mobile number portability (MNP) – service that allows Subscribers to switch operators while keeping their mobile Subscriber numbers.
- 13) Communication service user (User) - a natural person who is provided with communication services and (or) technologically interrelated services and temporarily uses the Subscriber's SIM-card. Such being the case, all the Subscriber's rights and obligations under this Agreement remain in full force and effect
- 14) Provider – a physical person or business entity who/which provides the services of intellectual, entertainment (lottery, voting, TV-quiz, Quiz, call center, dating and other services) or other nature to the Subscribers through the Operator's telecom network.
- 15) Payment period – a term of thirty calendar days following the Accounting period. During this term the Subscriber is to pay for the Services consumed.
- 16) Registration Form – a blank document used by the Operator to register subscribers, which contains the Subscriber's personal details, Subscriber number and initial Tariff plan, forms an integral part of the Agreement and is deemed to be the Subscriber's acceptance of its terms and conditions.
- 17) Roaming — provision of communication services to the subscribers of the mobile operator in the network of other mobile operator under the roaming agreement between such operators. Roaming requires technical compatibility between Subscriber terminals and foreign operator's network.
- 18) Operator's website – Operator's information resource located in the Internet at:
Kcell - www.kcell.kz

Activ - www.activ.kz
- 19) Subscriber/user proprietary network information – information about the Subscriber or mobile services user, including individual ID number (for natural persons) and business identification number (for legal entities), billing details and types of services provided to the Subscriber and/or use, location of the Subscriber terminal in Operator's network, IP and URL address, date network protocols.
- 20) Tariff plan – a system of tariff offers which defines the list of Services and their prices, special service conditions and billing/payment terms, validity period and is provided by Operator to the Subscriber or a group of Subscribers, or within a limited area.
- 21) Services – services provided by the Operator or third parties.
- 22) Operator's services – mobile communication services rendered under Kcell and Activ trademarks, Internet access services as well as call center and other services of the Operator.
- 23) Third party services – services of the Providers and other third parties rendered through the Operator's network, as well as other third party services.
- 24) Accounting period – calendar month in which the Services were provided and accounted for.
- 25) SIM card (subscriber identification card) – a card of individual access which is a microprocessor module used in the Subscriber's terminal to identify the Subscriber and allow the latter to access the Services.
- 26) IVR – interactive voice communication technology used by the Operator to provide voice-based information to the Subscriber about the terms and conditions of the Services as well as to allow the latter to submit Applications/requests to the Operator.

2. General Conditions of Service

- 2.1. This Agreement is an adhesion contract under the laws of the Republic of Kazakhstan. The terms and conditions of this Contract are defined by the Operator in accordance with the laws of the Republic of Kazakhstan and License and accepted by the Subscriber not otherwise than by adherence to the entire Contract. Should the Subscriber do not agree to the terms and conditions of this Contract, he/she may terminate it by applying to Operator in writing.
- 2.2. Under this Agreement, the Subscriber uses the Services provided on the terms and conditions of the Tariff plan selected and service conditions of the Operator or third parties and pays for such Services in accordance with the payment terms of the Agreement.
- 2.3. This Contract comes into force after the Registration Form is signed by the Subscriber and accepted by the Operator or its authorized representative. By signing the Registration Form, the Subscriber gives his/her unconditional consent to be bound by the terms and join the Agreement in its entirety.
- 2.4. The Parties have agreed that at the time of execution of the Agreement the handwritten signature of the Operator's authorized representative may be replaced with the facsimile reproduction thereof.
- 2.5. This Agreement shall be binding upon all the Subscribers and supersede the previous contract for mobile communication services between the Operator and the Subscriber. After publication of this Agreement, the Services shall be available to the Subscribers on the terms and conditions specified herein. However, the Subscriber shall not be required to fill in and sign new Registration Form. Where the Subscriber does not agree to the terms and conditions hereof, he/she may within 30 days of the first official publication of this Agreement give the Operator a written notice of his/her refusal to join this Agreement. If no notice of refusal to join this Agreement is given to the Operator within the specified term or if the Subscriber takes implicative actions (uses the Services), the Subscriber shall be deemed to have given his/her unconditional agreement to the terms and conditions of this Agreement and adherence to the entire Agreement.
- 2.6. Subject to adherence to this Agreement, the Operator shall assign the Subscriber a Subscriber number. The Subscriber number may be withdrawn or changed by the Operator in cases stipulated in the laws of the Republic of Kazakhstan and this Agreement.
- 2.7. The Services shall be provided to the Subscriber if the latter uses or owns the Subscriber terminal which meets the requirements of the Operator and is compatible with the RF band and communication standards of its network. Some Services may not be supported by Subscriber's terminals depending on their technical characteristics.
- 2.8. The Services are provided to the Subscriber in accordance with the Tariff plan selected and service conditions of the Operator or third parties.
- 2.9. The Tariff plan and its terms and conditions (period of validity and other limitations), amount of inclusive services as well as other conditions are defined and may be unilaterally changed by the Operator. In case of price increase, the Operator shall give the Subscribers a prior notice to that effect. The terms of third party services are determined and may be modified by the providers of such services.
- 2.10. The Tariff plans may be terminated by the Operator unilaterally with prior notice to the Subscriber to be given at least 30 calendar days prior to termination through mass messaging service, by placing appropriate information on Operator's website or otherwise. If within the aforementioned period the Subscriber fails to switch Tariff plan, the Operator has the right to suspend the provision of services to such Subscriber until he/she switches to any other available Tariff plan.
- 2.11. Information about the Services and Tariff plans shall be placed on the website of Operator or third parties, communicated to the Subscribers by means of automated service system, advertising materials or via the Operator's call center service. By activating the Services and/or Tariff plan via the automated service system, the Subscriber fully agrees to their terms and conditions and billing procedures and expresses consent to receive and pay for such services.

- 2.12. In case of change of the Subscriber number, the Operator shall withdraw the old number and allocate new number, provided it is available for activation, in accordance with the procedures established by the Operator.
- 2.13. In case of reorganization of the Operator, this Agreement shall continue to have effect and the rights and obligations of the Parties hereunder shall remain unchanged.

3. Rights and Responsibilities of Parties

3.1. The Operator:

- 3.1.1. May charge fees for the third party services provided through the Operator's network.
- 3.1.2. When providing the Roaming service to the Subscriber, may set up the Roaming disconnection threshold in the amount determined in accordance with law. When using the Roaming service, the Subscriber is charged for both outbound and inbound connections as well as other services, including Call Divert. The Subscriber pays for the Services consumed based on the payment terms hereunder.
- 3.1.3. Where the Subscriber uses more than one Subscriber number and has incurred debt in any of the respective accounts, may stop and/or suspend the Services without prior notice in respect of such account until such debt is repaid and/or charge the respective amount to any other account of the Subscriber.
- 3.1.4. May record calls received by the Operator's Call Center service in the manner stipulated in legislation of the Republic of Kazakhstan, as well as unilaterally limit the Subscriber's access to the call center operator should the Subscriber repeatedly contact Call Center on matters not related to Operator's activity and/or should he/she violate ethical norms.
- 3.1.5. Should the Subscriber fail to comply with the payment terms hereunder, may use any available method to contact the Subscriber and/or User of the Subscriber number and demand repayment of the debt, or engage third parties to collect the overdue payment. Such being the case, the Subscriber agrees that the Operator may disclose any Subscriber-related information to such third parties, including the cost of Services provided to the Subscriber, amount of debt, as well as documents confirming the existence of the debt and any other information including personal data as may be required for debt collection.
- 3.1.6. May limit the amount of, stop or suspend the Services in respect of any Subscriber number used by the Subscriber without prior notice in the following cases:
- 1) There are insufficient funds in the Subscriber's Personal account to cover the cost of the Services (for prepaid subscribers), or the Subscriber fails to pay the bill (postpaid subscriber) during the Payment period, or he/she has exceeded the credit limit calculated in accordance with the Operator's procedures;
 - 2) It has become known that the SIM card, Subscriber terminal or Services are used by an unauthorized person, or they are misused or used for criminal purposes;
 - 3) The Subscriber infringes the terms and conditions of the Agreement or makes false calls to the emergency services, or makes calls/sends messages to other Subscriber / phone numbers or takes other wrongful acts;
 - 4) It has become known that the Services have been received with the use of a stolen SIM card, top-up card, or as the result of cracking of identification or other code, or any other fraudulent acts or as a result of use of an invalid SIM or top-up card;
 - 5) The Subscriber has notified the Operator that his/her Subscriber terminal is lost or stolen;

- 6) The Subscriber take actions which, in the Operator's reasonable opinion, may cause damage to its network, including but not limited to generation of excessive outgoing traffic to other mobile networks (including more than 160 minutes per day);
 - 7) If the Subscriber acts in breach of the provisions contained in par. 3.2.4, 3.2.6-3.2.9 hereof;
 - 8) On other grounds stipulated by RK laws;
- 3.1.7. Has the right to withdraw funds received as a result of unauthorized or misspent payment from Subscriber's account based, based on the audit results.
 - 3.1.8. Has the right to withdraw the Subscriber number, in case the Subscriber/User has credit in his/her account but within 12 months makes no chargeable calls/connections, as well as in other cases stipulated by law or this Agreement.
 - 3.1.9. Upon the expiration of three (3) years from the date of Agreement termination and/or withdrawal of the Subscriber number, has the right to write off the balance of funds available in Subscriber's personal account and recognize it as Operator's income, if the Subscriber has during the said term failed to claim such balance back.
- 3.2. The Subscriber:
- 3.2.1. Is entitled to receive information and reference services;
 - 3.2.2. Shall correctly fill in and sign the Registration Form and hand it over to the Operator, or its authorized person or representative along with the originals of documents which confirm the Subscriber's identification details. The copies of the documents shall be kept by the Operator in hard or soft copy format.
 - 3.2.3. May change his/her personal details at no extra charge in case of:
 - change of last name, first name, patronymic, place of residence – for physical persons;
 - change of the company name, details of state registration certificate, registered and mailing address – for entities;
 - other grounds stipulated by RK laws.
 - 3.2.4. Shall fully pay for the Services within the payment terms specified in this Agreement. The Subscriber shall be fully liable for a failure to pay and/or delay in payment of the Services hereunder. Where the Tariff plan or Service is provided against a regular subscription fee, the Subscriber shall fully and timely pay such a fee irrespective of the amount of Service consumed.
 - 3.2.5. Should a prepaid Subscriber has incurred debt in respect of mobile voice/data services as the result of the Operator's failure to discontinue connections when the Subscriber runs out of balance, he/she may apply to the Operator using any available means for adjustment of such debt.
 - 3.2.6. A postpaid Subscriber may request the Operator to set a credit limit, except for roaming services. Should Operator's roaming partner have no system that allows tracking the duration of roaming calls in real time mode, the Subscribers shall pay for the Services consumed in excess of his/her credit limit.
 - 3.2.7. Shall provide the Operator with the reliable personal information (physical persons – full name, ID card details, individual identification number (ИИН), mailing address, e-mail address; for businesses – details of Certificate of state registration, registered/ mailing address, e-mail address, VAT certificate details, address for bills delivery, business identification number (БИН). In case of change in any of the above information, the Subscriber shall provide the Operator with new details in writing within 5 (five) work days after such changes have taken place along with the copies of new documents.
 - 3.2.8. Where the Subscriber number is used by a third person, the Subscriber who owns such number shall, within 3 (three) calendar days after the transfer, undertake to have it reregistered to a new

owner and for this purpose submit a written application to the Operator in which he/she gives consent to have the Subscriber number he/she owns re-registered to a new owner.

- 3.2.9. Agrees not to use the Subscriber number assigned hereunder to arrange and conduct lotteries, voting, quizzes, and advertising or to disseminate advertisements, as well as to take other actions which may result in breach of third party rights, affect the operability of telecommunication equipment and facilities. The Subscriber may not use the gateway and other specific technical devices/hardware/ software that are not intended for personal use and/or the use of which may result in breach of the rights of other Subscribers, this Agreement or legislation, including to allow third parties to access the communication services, including those of other mobile and landline operators and Internet /IP telephony and other, unless with the prior written consent of the Operator.
- 3.2.10. May refuse to receive promotional information by sending a written application, if he/she has previously agreed to receive such information over Operator's network, in order and when such consent is required under the current legislation of the Republic of Kazakhstan.
- 3.2.11. Shall be under an obligation to keep confidential the personal data of other Subscribers in accordance with the laws of the Republic of Kazakhstan in the event that such data have become known to him/her while using the Services (subscriber numbers and other information). Failing which, the Subscriber shall be liable in accordance with current legislation.
- 3.2.12. By accepting the terms and conditions of this Agreement, the Subscriber consents to the collection and processing of personal data, including, but not limited to, Subscriber/User proprietary network information, that are collected and used by the Operator and / or third parties in order to perform obligations hereunder, provide communications and other services, including but not limited to, roaming and/or third party services, information and reference services, as well as for research activities aimed at improving the quality of services provided hereunder, for the purposes and in cases when such consent is required under Kazakhstan laws. If such consent is withdrawn by the Subscriber, the Operator may terminate provision of Services to Subscribers in full or in part.
- 3.2.13. When visiting Kcell Centers, Kcell Express offices, produce identity documents upon request.
- 3.2.14. May activate/deactivate intellectual services (lottery, voting, game show, a quiz, reference services, dating services) in accordance with activation/deactivation rules established by their providers.

4. Service Payment Terms

- 4.1. The Subscriber shall pay for the Services based on the payment method selected (cash or non-cash) or by sing top-up card of the appropriate face value.
- 4.2. The payment scheme (prepaid or postpaid) depends on the type of the Tariff plan selected by the Subscriber.
- 4.3. Prepaid Subscribers shall pay for the Services by topping up their accounts in advance with funds sufficient to cover the cost of Services).
- 4.4. The Subscriber shall sign the Registration Form and make the initial advance payment in the amount determined by the Operator for the relevant starter pack and/or subscriber set or Tariff plan selected by the Subscriber.
- 4.5. Postpaid Subscribers shall pay for the Services used during the Payment period.

5. Liability

- 5.1. Responsibility for the quality of third party Services shall rest upon their providers.

5.2. The Operator shall not be liable for:

- 5.2.1. the loss the Subscriber may incur as a result of accidental, indirect damage including but not limited to loss of profit, discontinuation of business activity or any other material damage incurred while using the Services (loss of expected profit);
 - 5.2.2. for the failure of the Operator's network as well as for any other non-performance or inadequate performance under this Agreement for reasons beyond the Operator's control, including circumstances of insuperable force (force majeure), including but not limited to: war, whether declared or not, civil war, riots and revolutions, acts of piracy, sabotage, natural disasters, hurricanes, cyclones, heavy wind, earthquakes, tsunamis, floods, destruction by lightning, explosions, fires, telecom network problems / faults, destruction of buildings, structures, and any installations, networks, telecommunications equipment, enactments/acts of governmental authorities preventing the proper performance of this Agreement.
 - 5.2.3. the Subscriber's failure to correctly dial the Subscriber/telephone number as well as the Subscriber's failure to correctly indicate the Subscriber number when recharging his/her Personal account;
 - 5.2.4. possible depreciation of quality of the Services resulting from the use of a damaged or faulty Subscriber terminal;
 - 5.2.5. the quality of services of other operators as well as in cases when Operator's Services are provided along with the services of third parties;
 - 5.2.6. unavailability or untimely provision of third party services as well as for the content and quality of such services when they are provided via the Operator's network;
 - 5.2.7. dissemination of information of any nature whatsoever or any damage caused to the Subscriber resulting from using the third party services;
 - 5.2.8. possible undesirable consequences the Subscriber may encounter after he/she was consulted over the phone;
 - 5.2.9. failure of the information provided to the Subscriber upon request to meet his/her individual expectations and subjective assessment.
- 5.3. For the Subscriber's failure to comply with the payment terms hereunder, the Operator may claim a penalty at the rate of 0.1% of outstanding amount per each day of delay.
- 5.4. The Subscriber shall be fully liable in cases when Subscriber number, SIM-card and Services are used by third parties (including underages), including in case of SIM card loss or theft when the Subscriber fails to promptly apply to the Operator for suspension of the Services.

6. Term, Termination and Amendment of Contract

- 6.1. This Agreement shall come into force after the Registration form is filled out by the Subscriber and accepted by the Operator or in accordance with par. 2.5 hereof and shall continue in effect until terminated in accordance with the laws of the Republic of Kazakhstan and/or this Agreement.
- 6.2. This Agreement may be terminated unilaterally by the Operator without prior notice to the Subscriber in case the Subscriber violates the terms and conditions of this Agreement and/or those stipulated by the laws of the republic of Kazakhstan, including provision by the Subscriber of unreliable personal information and/or transfer of his/her SIM card to third parties without prior re-registration of ownership and/or notice to the Operator.

- 6.3. This Agreement shall cease to have effect when the Subscriber ports his/her Subscriber number to other mobile network (in respect of ported out numbers), as well as in case the Subscriber number was withdrawn on the grounds specified in this Agreement and stipulated by the legislation of Kazakhstan (in respect of withdrawn numbers).
- 6.4. In case of termination of this Agreement, funds available on his/her Personal account shall be returned to the Subscriber within 30 (thirty) calendar days of registration of the Subscriber's relevant written request to be submitted to Operator's customers service centers.
- 6.5. In case of termination of this Agreement on any ground, the Subscriber terminal owned by the Subscriber shall not be redeemed by the Operator and its cost as well as the cost of the SIM card used by the Subscriber, the cost of purchased but unused top up cards, paid Subscription fees shall not be subject to compensation by the Operator. No cash equivalent of bonuses and discounts offered by the Operator within the scope of the Services or campaigns (including promotions) shall be paid to the Subscriber and shall be lost upon termination of the Service/Agreement.
- 6.6. The Operator shall have the right to change and/or amend this Agreement by publishing the amended version hereof on the Operator's website or other mass media. Such changes/amendments shall have immediate effect, unless otherwise provided in the Agreement. The Subscriber may refuse to accept such changes/amendments and withdraw from this Agreement by sending the Operator a written application to that effect within 30 days from the publication of such changes/amendments.
- 6.7. The Subscriber may terminate this Agreement unilaterally. Such being the case, the Subscriber shall undertake to fully pay for the Services provided to him/her by the date of termination hereof, including any debt as may be discovered later, including debts for Roaming and other chargeable services or queries. Such debts shall be paid prior to termination of this Agreement.

7. Mobile number portability

- 7.1. In accordance with the legislation of the Republic of Kazakhstan, Operator shall provide the technical possibility of porting Subscriber number to/from its mobile network.
- 7.2. The Subscriber may port his/her Subscriber number to other mobile networks by applying in writing to Operator office, provided the Subscriber has no debts to the Operator (including debt for Services rendered on a post-payment basis, debt for roaming services or contract phones) outstanding as of the date the Operator verifies the Subscriber's eligibility for porting out his/her Subscriber number.
- 7.3. Transfer of the temporary Subscriber number given to the Subscriber for use until the number porting formalities are completed to a third party as well as transfer of its ownership is not allowed until the porting request is confirmed or ejected by the donor operator.
- 7.4. The Operator may reject the Subscriber's number porting request in case the postpaid Subscriber has unpaid charges for the Services, including roaming, or prepaid Subscriber has outstanding roaming charges as well as payments for contract mobile phones outstanding as of the date the Operator verifies the Subscriber's eligibility for porting out his/her Subscriber number.
- 7.5. Numbers which have been suspended from the Services at the request of the law enforcement agencies and other authorized state bodies may not be ported out.
- 7.6. Subscriber shall be under an obligation to repay the debt discovered by the Operator after his/her number has been ported out within ten (10) working days from receipt of Operator's notice to that effect.
- 7.7. Any funds remaining in the Subscriber's personal account after the number has been ported out shall be returned within 30 (calendar) days from the date of registration by Operator of the Subscriber's application for refund submitted to Operator's customer service offices.

7.8. Provisions of this Article 7 of the Agreement shall apply from the date of the MNP service introduction in accordance with the current legislation of the Republic of Kazakhstan.

8. Special Provisions

- 8.1. Due to specific nature of radio-wave propagation, the quality of Operator's Services may depreciate or they may be interrupted within or near constructions because of terrain features, weather conditions, or as a result of use of equipment which suppress mobile network signals or other reasons.
- 8.2. Due to peculiarities of the mobile network design, the Services provided to the Subscriber depend on the quality of equipment used by local landline providers as well as telecom equipment of local long-distance and/or international network providers as this kind of issues lie beyond the Operator's competence.
- 8.3. Limitations and requirements relating to the Services provided under this Agreement are set in accordance with applicable law.
- 8.4. Any and all disputes and disagreements as may arise between the Parties shall be resolved by negotiations. Failing which, such disputes and disagreements shall be settled by judicial procedure at location of the Operator in accordance with the laws of the Republic of Kazakhstan.
- 8.5. Except as provided in this Agreement, the Parties shall refer to the laws of the Republic of Kazakhstan.
- 8.6. This Agreement shall be published in the official and Russian languages. In case of variant reading, the Russian version hereof shall prevail.
- 8.7. Should any provision of this Contract, whether in whole or in part, at present or in future, be found illegal, invalid or unenforceable, such provision shall not affect the legality, validity or enforceability of any other provisions of the Contract, in whole or in part.
- 8.8. The Operator and/or third parties collect and process personal data of Subscribers and/or Users for the purpose of performing their obligations under this Agreement, provide Service as well as information and inquiry services in accordance with applicable legislation.

Operator's banking details:

Kcell JSC

Address: Almaty, Samal-2, 100 / Timiryazeva 2G

BIN 980540002879, SWIFT KZKOKZKX, IBAN KZ539261802102350000 with Kazkommertsbank JSC