

RULES FOR USING THE SERVICE “PROVIDING TECHNOLOGICAL ACCESS TO SUBSCRIBER SELF-SERVICE”

These Rules regulate the procedure for providing the service “Provision of technological access to subscriber self-service” to subscribers of JSC Kcell (hereinafter - the Operator)

1. DEFINITIONS

1.1 **Subscriber** - an individual entrepreneur or a legal entity that is a corporate subscriber of Kcell JSC, with whom a contract for the provision of communication services has been concluded and a Subscriber number has been allocated.

1.2 **Subscriber number** - the number allocated to the Subscriber when concluding a contract for the provision of communication services in accordance with the current legislation of the Republic of Kazakhstan

1.3 **Contract for the provision of communication services** - a public contract for the provision of communication services posted on the Operator's website.

1.4 **Application** - a written application from a Corporate Subscriber sent to the Operator in connection with the connection of the “Providing technological access to subscriber self-service” service, which is an integral part of these Rules and is drawn up by the Corporate Subscriber in accordance with the form provided in Appendix No. 1 (Application for connection of the “Providing technological access to subscriber self-service” service) to these Rules.

1.5 **Operator's website** - the Operator's information resource on the Internet at the following addresses: Kcell - www.kcell.kz; activ - www.activ.kz

1.6 **Service "Providing technological access to subscriber's self-service"** (hereinafter - the Service) is a technological access implemented by the Operator and providing the Subscriber with a comprehensive remote self-service using their subscriber numbers, including: access to self-locking, unblocking their subscriber numbers, to receive a list and status on them, to receive information on the terms connected communication services by their subscriber numbers, connection/disconnection of additional communication services, as well as independent replacement of the SIM card format with the eSIM format.

1.7 **Credentials** - keys, logins and tokens provided to the Subscriber by the Operator for secure access to the Service.

2. GENERAL TERMS AND CONDITIONS OF SERVICE PROVISION

2.1. The Operator provides the Service to the Subscriber in accordance with these Rules and the current legislation of the Republic of Kazakhstan. The possibility and conditions of providing the Service to the Subscriber are determined by the Operator independently.

2.2. Based on the Subscriber's Application, the Operator allocates to the Subscriber the Credentials used for authorization when using the Service.

2.3. The validity of the Credentials may be suspended by the Operator in cases established by the legislation of the Republic of Kazakhstan or these Rules.

2.4. The Service is provided through a Technical Solution in automatic mode, subject to these Rules.

2.5. The use of the Service for purposes that may cause direct or indirect damage to the Operator, Subscriber or other third parties is prohibited. If such facts are revealed, the Operator has the right to suspend or terminate the provision of the Service without prior notification to the Subscriber.

2.6. The Operator has the right to carry out preventive maintenance in the software and hardware complex of the Service with a temporary suspension of its operation, notifying the Subscriber using the Service by sending a notification to the verified e-mail address of the Subscriber or in any other way at the discretion of the Operator.

2.7. The Operator has the right to change and improve the Service at any time at its discretion.

2.8. Upon detection of unauthorized use of the Service or violation of the terms, the Operator reserves the right to suspend access to the Service until the violations are eliminated.

- 2.9. In case of detection of suspicious activity on the part of the Subscriber, the Operator has the right to temporarily restrict the Subscriber's access to the Service until the actual circumstances are clarified.
- 2.10. The Subscriber agrees that the actions performed by the Subscriber within the framework of the Service are equivalent to the Subscriber's written application for receiving communication services/services and are legally binding.
- 2.11. The Subscriber undertakes to keep the Credentials confidential in order to avoid unauthorized access by third parties to the Service and the occurrence of any undesirable consequences for the parties.
- 2.12. The Subscriber is fully responsible for the safety of information provided within the framework of the Service, as well as data for accessing the Service from the moment the Subscriber receives Credentials to the verified Subscriber's email address.
- 2.13. The Subscriber undertakes to use the Services exclusively within the framework of the Agreement.
- 2.14. In the event of an information security incident, the Subscriber undertakes to immediately inform the Operator and interact with him within the framework of localization and elimination of consequences.
- 2.15. The Subscriber undertakes not to use the Service to the detriment of the Operator's interests or for purposes not provided for in these Rules.
- 2.16. The Subscriber, for all questions regarding the services provided, contacts the Operator by e-mail to the email address @kcell.kz and agrees that the response will be provided in accordance with the standard subscriber service procedure.
- 2.17. All technical and organizational information provided as part of the provision of the Service is considered confidential and is not allowed to be disclosed without the written consent of the other Party, except for the requirements of the legislation of the Republic of Kazakhstan.
- 2.18. These Rules are published by the Operator on the Internet on the Operator's website and are considered accepted by the Subscriber at the time of submitting an Application for connection of the Service.
- 2.19. The Rules come into force and apply to the Subscriber from the moment the Subscriber receives the credentials to the verified e-mail address of the Subscriber.
- 2.20. In all other matters not provided for by these Rules, the Parties are guided by the Agreement and the current legislation of the Republic of Kazakhstan.
- 2.21. All disputes and disagreements that may arise between the Parties are resolved through negotiations. If it is impossible to resolve them, disputes and disagreements are resolved in court at the location of the Operator, in accordance with the current legislation of the Republic of Kazakhstan.

3. THE PROCEDURE FOR MAKING CHANGES AND ADDITIONS TO THE RULES

- 3.1. Changes and/or additions to these Rules are made unilaterally by the decision of the Operator.
- 3.2. The text of amendments and (or) additions to these Rules or their new version is made publicly available by the Operator by publishing relevant information on the Operator's Web resource.
- 3.3. The provisions of these Rules, as well as all their subsequent editions, are mandatory for all users of the Service.
- 3.4. In everything else that is not provided for by these Rules, the Agreement should be followed.

Appendix No. 1 to the Rules for
using the “Providing
technological access to
subscriber self-service” service

**To the Chief Executive Officer
of Kcell JSC**

APPLICATION

for access to the service “Provision of technological access to subscriber's self-service”

Hereby, the NAME of the ORGANIZATION (hereinafter – the Company) requests you to connect the service "Providing technological access to subscriber self-service" (hereinafter referred to as the Service) to subscriber numbers registered with the Company and notifies that the person whose contacts are listed below has been appointed as the Service administrator and is authorized to receive and manage the data of a legal entity, to conduct operations by numbers a legal entity on behalf of and in the interests of the Company in compliance with the terms of use of the Service established by Kcell JSC.

Company:	
Company's BIN:	
Address:	
Full name of the Service administrator:	
Position of the service administrator:	
Administrator's subscriber number:	
Email address:	

The Company is solely responsible for the safety of official information provided within the framework of the Service, as well as data for accessing the Service from the moment the administrator receives access to the Service. The Company also agrees that the transfer to the administrator of all necessary data for the use of the Service means the Company's consent to provide him with information about the Company, and the actions performed by the administrator within the framework of the Service are equivalent to a statement from the Company in cases where such a statement is required by law.

The Company confirms that it is familiar with the Rules of Using of the Service and adheres to them thereby confirming agreement with all their terms.

Position of the signatory

SIGNATURE

Full name of the signatory
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