

STANDARD CONTRACT FOR COMMUNICATION SERVICES

This Standard Contract (the Contract) 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 agrees to 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 Contract, the following terms shall be used:

- 1) Subscriber – a physical person or business entity who/which signs this Contract and is assigned a Subscriber number.
- 2) Subscriber 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 execution 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.
- 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) Operator’s 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.
- 6) 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.
- 7) 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, change of Tariff plan and take other actions in compliance with Operator’s service conditions.
- 8) 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 and respective amount of money applied to the Subscriber’s Personal Account, during its period of validity.
- 9) Personal account – a record of analytical accounting maintained by the Operator in respect of funds applied and used by the Subscriber in payment of Services as well as amount of Services provided.

- 10) 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.
- 11) Payment period – a term of thirty calendar days following the Accounting period. During this term the Subscriber is to pay for the Services consumed.
- 12) 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 Contract and is deemed to be the Subscriber’s agreement to its terms and conditions.
- 13) 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.
- 14) Operator’s website – Operator’s information resource located in the Internet at:
 - Kcell - www.kcell.kz
 - Activ - www.activ.kz
 - Vegaline - www.kcell.kz/vegaline
- 15) Subscriber-related proprietary information – information about the Subscriber (telephone numbers, identification codes, e-mail, registered/ mailing address, individual identification number for physical persons and banking details (such as business identification number, VAT certificate details) for businesses), billing details and types of services provided to the Subscriber.
- 16) Tariff plan – a system of tariff offers which defines the list of Services and their prices, special service conditions and billing/payment terms, and is provided by Operator to the Subscriber or a group of Subscribers, or within a limited area.
- 17) Services – services provided by the Operator or third parties.
- 18) Operator’s services – mobile communication services provided under the trademarks of Kcell, Activ and Vegaline, mobile Internet services as well as Operator’s call center services.
- 19) Third party services – services of the Providers and other third parties rendered through the Operator’s network.

- 20) Accounting period – calendar month in which the Services were provided and accounted.
- 21) SIM card (subscriber identification card) – a card of individual access which is a microprocessor module used to identify the Subscriber and allow the latter to access the Services.
- 22) USSD – data transmission technology that allows establishing online interaction between the Subscriber and the service in short text messaging mode.
- 23) SMS — technology that allows receiving and sending out short text messages.
- 24) IVR – technology of interactive voice communication used by the Operator to provide voice information to the Subscriber about the terms and conditions of the Services as well as to allow the latter to submit Applications to the Operator.
- 25) Automated service system – a complex service system which allows the Subscriber to activate/deactivate Services, change Tariff plan by sending SMS, MMS or USSD-request or via the Subscriber’s profile, or by using other technical means provided by the Operator. Any steps the Subscriber takes via the Automated service system is made equivalent to his/her written application.

2. General Conditions of Service

- 2.1. This Contract 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 Contract, 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 Contract.
- 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 agree to the Contract terms and conditions and adherence thereto.
- 2.4. The Parties have agreed that at the time of execution of the Contract the handwritten signature of the Operator’s authorized representative may be replaced with the facsimile reproduction thereof.

- 2.5. This Standard Contract shall be binding upon all the Subscribers and supersede the previous contract for mobile communication services between the Operator and the Subscriber. After the publication of this Contract, 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 official publication of this Contract give the Operator a written notice of his/her refusal to join this Contract. If no notice of refusal to join this Contract 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 Contract and adherence to the entire Contract.
- 2.6. Subject to adherence to this Contract, 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 Contract.
- 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 of its network.
- 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 plans, their period of validity, amount of inclusive services as well as other conditions are defined and may be unilaterally changed by the Operator in accordance with laws in effect. The Services from third parties are provided on the terms defined by such parties and may be unilaterally changed in the manner prescribed by such third parties.
- 2.10. The Operator may unilaterally discontinue any of its existing Tariff plans by giving the Subscribers a 30 calendar days notice by sending bulk short text message, placing the relevant information on Operator's website or using any other means of mass communication. If during the above term the Subscriber fails to select and switch to a different Tariff plan, the Operator shall have the discretion to select any of its available plans to serve the Subscriber.
- 2.11. Information about the Services 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 plans via automated service system, the Subscriber agrees to their terms and conditions and billing procedures and expresses consent to receive and pay for such services.

- 2.12. In case of reorganization of the Operator, this Contract 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 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 as may be required for debt collection.

3.1.6. May limit the amount of 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 Contract terms and conditions 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;
- 7) If the Subscriber acts in breach of the provisions contained in par. 3.2.5-3.2.6 hereof;
- 8) On other grounds stipulated by RK laws.

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;

3.2.4. Shall fully pay for the Services within the payment terms specified in this Contract. 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. Where the Subscriber incurs 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 until he/she recharges the Personal account, he/she may apply to the Operator in writing for adjustment of such debt.
- 3.2.6. Shall provide the Operator with the reliable personal information (physical persons – full name, ID card details, taxpayer's number (PHH), individual identification number (ИИИ), registered/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 (БИИ)). 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.
- 3.2.7. 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 new owner.
- 3.2.8. 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 telecom equipment and facilities. The Subscriber may not use the gateway and other specific technical devices/hardware/ software to allow third parties to access the communication services, including those of other mobile and landline operators and Internet /IP telephony, unless with the prior written consent of the Operator.
- 3.2.9. By accepting the terms and conditions of this Contract and giving his/her consent to receive advertising messages over the Operator's network for the purpose and in case when such consent is required under the laws of the Republic of Kazakhstan, the Subscriber may submit the relevant written application to the Operator should he/she decide not to receive such advertising messages from the Operator.

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 using 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. The Subscribers using prepayment scheme pay for the Services by making advance payments (i.e. the Subscriber's Personal account is credited with funds sufficient to cover the cost of Services).

The Subscriber signs the Registration Form and effects the initial advance payment in the amount determined by the Operator for the relevant starter pack and/or subscriber kit or Tariff plan selected by the Subscriber.

- 4.4. The Subscribers using post-payment scheme pay for the Services during the Payment period.
- 4.5. In the case referred to par. 3.2.3 hereof, the Operator shall make the necessary adjustments within 30 days of registration of the Subscriber's written application.

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 Contract 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 execution of this Contract.
 - 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 evaluation.
- 5.3. For the Subscriber's failure to comply with the payment terms hereunder, the Operator may claim a penalty at the rate of 0.5% of outstanding amount per each day of delay.
- 5.4. The Subscriber shall be fully liable in cases when SIM-card and Services are used by third parties, 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 Contract shall come into force after the Registration form is filled in 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 Contract.
- 6.2. This Contract may be terminated unilaterally by the Operator without prior notice to the Subscriber in case the Subscriber infringes the terms and conditions of this Contract and/or those stipulated in RK laws, 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. In case of termination of this Contract, 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 notice.
- 6.4. In case of termination of this Contract 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 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.
- 6.5. The Operator shall have the right to change and/or amend this Contract by publishing the amended version hereof on the Operator's website or other mass media. Such changes and amendments shall be deemed to have been accepted by the Subscriber provided that no written notice of termination hereof has been received from the Subscriber within 30 (thirty) calendar days of publication.
- 6.6. The Subscriber may terminate this Contract unilaterally. Such being the case, the Subscriber shall undertake to fully pay for the Services provided to him/her, including any debt as may be discovered later, including debts in respect of the Roaming and other chargeable services or queries.

7. Special Provisions

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. Except as provided in this Contract, the Parties shall refer to the laws of the Republic of Kazakhstan.
- 7.5. This Contract shall be published in the official and Russian languages. In case of variant reading, the Russian version hereof shall prevail.
- 7.6. 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.

Operator's banking details:

Kcell JSC

Address: 2G Timiryazev street, Almaty, RNN 600700171535, BIN 980540002879, SWIFT KZKOKZKX, IBAN KZ539261802102350000 with Kazkommertsbank JSC.