**My Activ Service User Agreement**

**1. SUBJECT MATTER**

1.1. This Agreement governs the relations between Kcell JSC, operating on the basis of license МТК №ДС 0000270 of 08.06.1998 issued by RK Ministry of Transport and Communications, hereinafter referred to as "Operator", and the Subscriber arising from the provision and use of the My Activ service via Operator’s internet resource.

**2. TERMS USED IN THIS AGREEMENT**

2.1. Subscriber – user of the Operator’s mobile telecommunications services and services technologically connected with them.

2.2. Service number – short number 245 allocated by Operator and used by Subscribers to send their requests and get a Password.

2.3. Service – Subscriber’s personal account used to access the My Activ service. The My Activ service allows Subscribers to get remote comprehensive self-service, including ability to independently activate/deactivate mobile services, switch tariffs, check account balance, get usage information, activate services of Providers and other services, except for the Subscribers who use bundles including fixed and mobile network services provided by Kazakhtelecom JSC jointly with the Operator.

2.4. Providers – legal entities and individuals providing banking, information, entertainment and other services available to Subscribers within the scope of the Service.

2.5. Password – a secret code that contains letters and/or numbers and used by Subscriber to access the Service.

2.6. Personal account – analytical records maintained by Operator and reflecting the receipt and spending of funds entered by Subscriber in payment of the mobile communication services and other technologically connected services, as well as amount and types of services consumed by Subscriber.

2.7. Agreement – Public Services Agreement.

**3 GENERAL PROVISIONS**

3.1. This Agreement is a public offer, the terms and conditions of which are defined by Operator in accordance with the Agreement and applicable laws of the Republic of Kazakhstan and which the Subscribers accept by joining this Agreement in its entirety.

3.2. Subscriber agrees that his/her sending a short text message to the Service number shall be considered according to law as a written application for activation/deactivation of add-on services, tariffs, etc. available within the scope of the Service.

3.3. Subscriber agrees that his/her sending a short text message to the Service number shall be considered as consent to receive information regarding his/her personal account, active services and other information provided under the Service.

3.4. This Agreement shall come into force and shall be binding upon Subscriber from the moment he/she sends a short text message to the Service number. Access to the Service is provided after the Subscriber has agreed to the terms and conditions of this Agreement.

3.5. This Agreement may be terminated by either party on grounds provided for in this Agreement, Public Agreement and the laws of the Republic of Kazakhstan.

3.6. Invalidation or unenforceability of any provisions of this Agreement shall not affect the validity and enforceability of the remaining provisions hereof.

3.7. Relations between the parties arising out of this Agreement shall be governed by this Agreement, Pubic Agreement and laws of the Republic of Kazakhstan.

**4. TERMS OF SERVICE PROVISION**

4.1. Subscriber agrees that Operator has the right to impose restrictions on Service use. Operator shall not be liable for any delays, failures, incorrect or untimely delivery of information under the Service as access to and use of the Service by Subscriber depends on a number of technical conditions, which may be beyond Operator’s control.

4.2. Subscriber understands and agrees that Operator shall bear no responsibility for any adverse consequences resulting from the use of the Service, as well as in case of unauthorized access to the Service due to violation by Subscriber of the confidentiality of Service-related information, including, but not limited to willful or careless making the Password or other information about the Service or received in connection therewith available to third parties.

4.3. Subscriber agrees that Operator may at any time change the terms and conditions of the Service, as it may deem appropriate.

4.4. No information, advice and guidance offered by Operator shall be considered as a guarantee, since their use may depend on a number of other circumstances beyond Operator’s control.

4.5. Under no circumstances shall Operator be liable for any direct or indirect damage caused to the Subscriber as a result of the use or inability to use the Service or errors, omissions, interruptions, deletion of files, defects, delays in operation or transmission of the requested data.

4.6. Should Operator reasonably believe that the Service is used for illegal purposes, the Subscriber’s access to the Service may be suspended or terminated by Operator without prior and further notice.

4.7. Subscriber agrees that as part of the Service he/she may be provided access to Providers’ services for the convenience of Subscribers. Providers shall be responsible for the services they provide to Subscribers.

4.8. Operator is not responsible for any information Subscribers may provide to Providers (e.g. banks) using the Service (bank account and payment card details, passwords, codes, etc.), since Operator does not receive or store such data.

4.9. Operator is not responsible for Provider’s failure to provide or improper provision of services offered as part of the Service. In such cases, the Subscriber shall contact the Provider for the restoration of his/her infringed rights and interests.

4.10. Operator shall take the necessary and reasonable measures to prevent possible damage to the Subscriber by Provider. However, Operator’s support in disputes arising between Subscriber and Provider shall not be seen as an obligation of the Operator and does not guarantee a positive solution to the dispute for the Subscriber. Operator shall not be responsible for the decisions taken by Provider.

4.11. Payment of Provider services (including banks) shall be effected in accordance with the terms of the contract (agreement) between the Subscriber and Provider. Operator may inform Subscribers of the cost of such services; however, responsibility to the Subscriber for the correctness and reliability of such information shall be borne by Provider.

4.12. Operator may be authorized by Provider to issue bills for Subscribers for the services rendered by Provider and debit respective amounts from the Personal account of the Subscriber. In this case, Operator is entitled to demand payment from the Subscribers for the services rendered y Provider.

4.13. Subscribers who use airtime bundles including fixed and mobile network services provided by Kazakhtelecom JSC jointly with the Operator as part of the Service can only get information about the mobile services used from the bundle (usage report) as well as information on their account balance and remaining airtime allowance. Subscriber makes payments for the bundle of fixed and mobile network services to Kazakhtelecom JSC.

4.14. All disputes that may arise between the Parties out of this Agreement shall be settled through negotiations. Failing which, such disputes shall be resolved in court at the location of Operator, in accordance with the current legislation of the Republic of Kazakhstan.

**5. RIGHTS AND OBLIGATIONS OF PARTIES**

5.1. Subscriber undertakes to keep secret the Password to prevent unauthorized access to the Service and undesirable consequences for the Subscriber. The Subscriber shall also keep confidential any information received while using the Service. Breach of this provision shall relieve Operator from liability to the Subscriber and / or third party.

5.2. Subscriber undertakes not to use the Service for the purposes which may cause direct or indirect damage to Operator, providers or third parties. Failing which, the Operator has the right to suspend or terminate the provision of Service without prior or subsequent notice.

5.3. Subscriber may at any time stop using the Service without notice to Operator.

5.4. Should the password be lost, the Subscriber may send a repeated SMS to the Service number to request a new password.

5.5. Operator may carry out preventive work on Service software and hardware with temporary suspension of its operation, notifying the Service users to that effect by posting relevant information on its website or using any other method of its choice.

5.6. Operator may at any time improve or modify or alter the Service at its own discretion.

5.7. Operator has the right to terminate this Agreement should the Subscriber breach of any provision of this Agreement, Public Agreement or legislation of the Republic of Kazakhstan.

**6. FORCE MAJEURE**

6.1. Operator does not guarantee the permanent or unconditional access to the Service. The Service performance may be affected by force majeure and other factors beyond Operator’s control of natural, man-made, mass, political or other nature (force majeure).

6.2. Access to and availability of the Service depends on a number of technical conditions, which partly lie outside Operator’s scope of activity and control. Should the Service be not available for any reason, Operator shall not be liable for the failure to provide the Service if such failure was caused by circumstances outside Operator’s control

6.3. Operator does not guaranty the compatibility of Service with data, programs, configurations and other hardware and software resources of the Subscriber.

6.4. Operator shall not compensate the Subscriber for any costs, charges, expenses incurred by Subscriber while using the Service or in connection therewith.

6.5. In the event of force majeure, including accidents or failures in third party software and hardware, including Providers, as well as actions of third parties aiming to suspend or terminate the Service, it may be suspended without prior and subsequent notification to Subscribers.

**Details of Operator:**Kcell JSCRegistered office: 050051, Republic of Kazakhstan,Almaty, Samal-2, 100Mailing address: 050013, Almaty, Timiryazeva 2GBIN 980540002879  
BIC HSBKKZKX

IBAN KZ406017131000016045

Halyk Bank of Kazakhstan JSC