

PUBLIC TELECOMMUNICATIONS SERVICES AGREEMENT

This Public Mobile Services Agreement (the **Agreement**) defines the general terms and conditions under which Kcell Joint Stock Company, operating under state license MTK #ДC 0000270 of 08.06.1998 issued by the Ministry of Transport and Communications of the Republic of Kazakhstan (the **License**), hereinafter referred to as the **Operator**, provides mobile communication services and other technologically related services 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, unless the terms of the Tariff and/or Service provide otherwise.
- 3) **Subscriber number** – a phone number which is allocated to the Subscriber upon his signing of the Agreement 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 networks 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 customer service system, which allows the Subscriber, after his/her identity has been verified in accordance with Operator's requirements (mobile number, password, code word and/or other data) to activate/deactivate mobile and other services and Tariffs that use the same technology by sending a short text message or through their personal account or by using other technical capabilities provided by the Operator.
- 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 to Operator submitted in writing or via the Automated service system or Operator's call center.
- 8) **Billing increment** is a unit used to measure time or amount of information and is a basis for charging Subscribers for using the Operator's Services. Billing increment is mandatory for Operators and Services they provide.
- 9) **Online account** – Subscriber's personal account on Operator's website or in the mobile application installed on the Subscriber terminal. Personal account is allocated for the duration of the Services Agreement; it has an automatic self-service interface that allows users to manage Tariff plans and Services. To access his/her personal account, the Subscriber must go through the identification process in accordance with Operator's requirements (mobile number, password, code word and/or other data).
- 10) **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.
- 11) **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.
- 12) **Personal account** – a register of analytical accounting maintained in Operator's billing system in respect of the amount of Services provided, money received from and spent by the Subscriber in accordance with the Agreement in payment of the Services. Under the Agreement, the Subscriber may be allocated several personal accounts.
- 13) **Mobile Financial Services** – Operator's services, whereby the Subscriber can purchase Electronic money through the Electronic Money System.
- 14) **Mobile number portability (MNP)** – service that allows Subscribers to switch operators while keeping their mobile Subscriber numbers.

15) **Communication services user (User)** – a natural person who is provided with communication services and (or) technologically interrelated services and temporarily uses the Subscriber identification card. Such being the case, all the Subscriber's rights and obligations under this Agreement remain in full force and effect.

16) **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 telecommunication network.

17) **Payment period** – a term of thirty calendar days following the Accounting period. During this term the postpaid Subscriber is to pay for the Services consumed.

18) **Registration Form** – a blank document used by the Operator to register subscribers, which contains the Subscriber's personal details, Subscriber number, initial Tariff plan and other information. Registration Form is an integral part of the Agreement and is deemed to be the Subscriber's acceptance of its terms and conditions.

19) **Roaming** – provision of mobile communication services to the Subscribers on a foreign operator's networks under the roaming agreement between such operators. Roaming requires technical compatibility between Subscriber terminals and foreign operator's network.

20) **Operator's website** – Operator's information resource located in the Internet at:

Kcell - www.kcell.kz

Activ - www.activ.kz

21) **Customer proprietary network information** – information about the Subscriber that is used solely for the purpose of conducting counter-intelligence and criminal investigation activities on communication networks. Customer proprietary network information includes:

- information on subscriber numbers, including information on individual identification numbers (for individuals) or business identification numbers (for legal entities) of the owners of subscriber numbers;
- identification codes of mobile devices, including information on individual identification numbers (for individuals) and business identification numbers (for legal entities) of owners of cellular subscriber units;
- billing data (types of services provided to the Subscriber);
- location of the Subscriber terminal in Operator's network in accordance with the requirements of technical regulation;
- IP address;
- URL address; Web resource identifiers; data network protocols.

22) **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 set up by Operator for the Subscriber or a group of Subscribers, or within a limited area. A promotional tariff plan sets specific terms of service (including limited subscription period, limited validity period and other restrictions established by the Operator) and is only available to the Subscribers if they comply with the requirements set for the tariff plan.

23) **Services** – services provided by the Operator or third parties.

24) **Operator's Services** – mobile communication services (basic and value-added), including Internet access and Mobile Financial Services rendered under the Kcell and Activ trademarks, as well as call center and/or other services of the Operator. The basic services include: 1) voice communication services, including emergency calls; 2) short text messaging service.

25) **Third party services** – services of the Providers and other third parties rendered to the Operator and/or Subscribers through the Operator's network, as well as other third party services rendered to the Operator and/or Subscribers.

26) **Accounting period** – a period of time equal to one calendar month in which the postpaid services of the Operator were provided and accounted for. The accounting period of the tariff plan, which provides for the postpayment, starts from the day of connection to it and until the same date of the next month.

27) **Gateway** - hardware-software system, server or any other equipment that transmits voice and/or non-voice information between the Operator's network and other communication networks, and provides an opportunity to persons using the Service to access other communication networks (including mobile networks, fixed telephone networks, data transmission network, etc.) and/or to provide third parties with access to the Operator's network.

- 28) **Subscriber identification card** – a removable or built-in card of individual access (SIM/R-UIM/E-SIM card), which is a microprocessor module used in the Subscriber's terminal to identify the Subscriber and allow the latter to access the Services.
- 29) **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 to the Operator via the latter's inquiry system.
- 30) **Electronic message** - an informational / short text message consisting of letters and (or) numbers, and (or) symbols dialed in a certain sequence and in the amount allowed by the technical capabilities of the operator's network, sent, inter alia, by SMS, USSD, IVR, automated service system or e-mail.
- 31) **M2M devices** (machine-to-machine communication devices) – devices connected to the Operator's network and defined on the Operator's equipment as devices for remote data retrieval, object management or other purposes, as well as subscriber terminals assigned by the Operator to such devices.
- 32) **Personal data** – information relating to an individual and/or business entity, recorded on electronic, paper and (or) other tangible media. The list of such information is approved by the Operator and posted on the Operator's website at <https://activ.kz/about/agreements/86>.
- 33) **Billing system** – the Operator's software that creates bills and invoices for the Services for customers.

2. General Terms of Service

2.1. This Agreement is an adhesion contract under the civil laws of the Republic of Kazakhstan. The terms and conditions of this Agreement 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 Agreement. Should the Subscriber do not agree to the terms and conditions of this Agreement, he/she may terminate it by applying to Operator in writing.

2.2. Under this Agreement, the Subscriber uses and pays for the Services based on the terms and conditions of the Tariff plan selected and terms of service in accordance with the terms stated in the Agreement and/or established by Operator.

The terms and conditions of Mobile Financial Services are determined by the Rules of Mobile Financial Services, which is attached as Appendix 2 hereto and forms an integral part of this Agreement.

2.3. This Agreement comes into force once the Subscriber has accepted its terms and conditions by signing the Registration Form on paper or by sending the relevant electronic message, if technically feasible for the Operator, including through: Internet resources of the Operator, Personal Account, mobile applications of the Operator, as well as using an electronic document, in the manner and on the terms provided for by the legislation of the Republic of Kazakhstan, and in any other way not prohibited by law. By signing the Agreement, Subscriber expresses his unconditional consent to the terms of the Agreement as a whole. The Parties agreed that when signing the Registration Form, Operator's authorized person may use a facsimile reproduction of his handwritten signature.

2.4. If the Subscriber does not accept the amendments to the Agreement, the Subscriber shall have the right to notify the Operator in writing of his/her withdrawal from this Agreement within 30 calendar days from the date of its publication on the Operator's website. The Subscriber's failure to notify the Operator of withdrawal from the Agreement within the 30-day' term, as well as performance of implicative actions (use of the Services) by the Subscriber shall mean his/her unconditional acceptance of and consent to be bound by the terms and conditions of the Agreement.

2.5. 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.

2.6. 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.

2.7. The Services are provided to the Subscriber in accordance with the Tariff plan selected and service conditions of the Operator or third parties. By continuing to use the services after allowance included in the Tariff plan has been depleted, Subscriber agrees to be charged for further usage of those services.

2.8. The Operator develops the Tariff plans to be offered to Subscribers. The list of Tariff Plans, including content and rates, conditions for use, validity period, frequency of tariff fee payment, included allowances,

are determined by the Operator independently and brought to the attention of the Subscribers by any means available to the Operator.

2.8-1. The terms of other value-added Services are established and may be unilaterally changed by the Operator in accordance with applicable legislation, subject to Operator's giving a notice to the Subscribers to that effect: via short text messaging service or by posting the relevant information on the Operator's Website or otherwise. The terms of third-party services are determined and may be modified by the providers of such services. By continuing to use the Tariff plans and/or Services after the changes have come into force, Subscriber agrees to those changes.

2.9. Operator shall discontinue the Tariff plan if it is no longer demanded and used by the Subscribers.

2.9-1. Other existing Services may be terminated by the Operator unilaterally with a notice to the Subscribers: via a short text message or by posting information on the Operator's Website or otherwise.

2.10. Information about the Services and Tariff plans shall be published 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 inquiry service.

2.11. In case of change of the Subscriber number, the Operator shall withdraw the old number and allocate new number, if it is available for activation, in accordance with the procedures established by the Operator. In which case, the old number may be allocated to any other Subscriber.

2.12. When Subscribers are served by the billing system that provides real time billing, in order to ensure uninterrupted Internet access for the Subscribers, a certain amount of data allowance or balance is reserved in the order depending on the data transmission technology and conditions of service provision. Detailed information on the reservation procedure is available on the Operator's official website.

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. 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 in accordance with the terms of this Agreement and the terms of Roaming services. Upon the Subscriber's arrival in the country of the roaming partner, Operator sends a message to the Subscriber informing the latter that he/she may have outstanding charges due to absence of the real time billing system.

3.1.3. 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.

3.1.4. Should the Subscriber fail to comply with the payment terms hereunder, may use any available methods to contact the Subscriber and/or User of the Subscriber number and demand repayment of the debt, or engage third parties to recover the debt. 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.

3.1.4.-1. If the Subscriber fails to repay the debt and/or raise his/her objections within 5 (five) business days from the date of the notice of past due charges sent by the Operator to the Subscriber's e-mail address and/or via short message, the Subscriber shall be deemed to have acknowledged his debt to the Operator and consented to further actions of the Operator aimed at debt recovery, including application for notary's enforcement inscription in accordance with the Law of the Republic of Kazakhstan "On Notaries". Under the terms of this clause, the Subscriber agrees to consider a message sent by e-mail/short text message as equivalent to a paper notice.

3.1.5. May fully stop, suspend or limit access to 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 Subscriber identification card, Subscriber terminal, M2M device 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 this 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 Subscriber identification 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 Subscriber identification card or top-up card;
 - 5) The Subscriber has notified the Operator that his/her Subscriber terminal is lost or stolen;
 - 6) The Subscriber takes actions which, in the Operator's reasonable opinion, may cause damage to its network, including but not limited to violation of the fair use principles specified in Appendix 1 hereto;
 - 7) If the Subscriber acts in breach of the provisions contained in par. 3.2.4, 3.2.5, 3.2.9 hereof and Appendix 1 hereto;
 - 8) If the Subscriber fails to comply with the requirements set by the rules of mobile device registration;
 - 9) The Subscriber provides false information and/or transfers the Subscriber identification card to a third party for use without re-registration;
 - 10) On other grounds stipulated by the legislation of the Republic of Kazakhstan.
 - 11) At the request of the competent authorities of the Republic of Kazakhstan in the interests of all subjects of operational-investigative activities during the state of emergency in the Republic of Kazakhstan, including suspension of service on the subscriber terminal.
- 3.1.6. Provide prepaid Subscribers with the Services on deferred payment terms, provided that the Subscriber has expressed his consent by activating such Services. The Subscriber will pay for such Services by replenishing their mobile account and the Operator will deduct the cost of such Services from that account.
- 3.1.7. May either credit any excessive amounts paid by the Subscriber to his/her mobile account as advance payment for future use of Operator's or third party Services, including Mobile Financial Services, or return such amounts to the Subscriber at his/her request.
- 3.1.8. Has the right to withdraw funds received as a result of unauthorized or misspent payment from Subscriber's account based on the Operator's audit results.
- 3.1.9. May inform the Subscribers in the manner prescribed by law, conduct promotions, drawings and other marketing events in order to increase the sales of Services, strengthen customer loyalty, attract new subscribers, as well as targeted marketing campaigns for the groups of Subscribers determined by Operator in order to determine how actively the Subscribers use discount and/or promotional offers. By joining this Agreement, the Subscriber agrees to receive promotional and information SMS as well as to participate in/join the Operator's SMART program in order to receive SMS messages and other promotional, advertising and infotainment messages. By entering into this Agreement, the Subscriber agrees to participate in the Operator's OGO Bonus Program, subject to its terms and conditions. The Operator will determine the terms and conditions of both the SMART Program and the OGO Bonus Program, including the procedures for opting in and opting out, as well as the process for opening an OGO Bonus account. These details will be made available on the Operator's website.
- 3.1.10. May, in addition to its chargeable Services, provide the Subscriber with free information services and inform the Subscriber via SMS and/or through website to that effect.
- 3.1.11. Defines (forms) the list and terms of add-on services and Tariff plans subject to the technical capabilities of its network as well as technical solution used. The value-added Services are provided at the request of the Subscriber, which can be submitted via SMS, USSD, IVR, through the Automatic Service System or e-mail.
- 3.1.12. To ensure that the Services are used in accordance with the fair use principles and depending on the network load, may define the technical specifications for its Services, including data prioritization, restriction of access speed, including when using peer to peer file-sharing networks.
- 3.1.13. Once the Subscriber has signed the Agreement, the Operator will collect, process the Subscriber's Personal Data, performs other actions in accordance with the Operator's Policy on collection, processing and protection of the Subscribers' personal data posted on the Operator's Website, as well as the legislation of the Republic of Kazakhstan.

3.2. The Subscriber:

- 3.2.1. Is entitled to receive information and reference Services;
- 3.2.2. To sign the Agreement and receive the Services, he/she shall provide the Operator with reliable information about the Subscriber, by sending electronic messages or by filling in and signing the

Registration Form, as well as, at the request of the Operator, provide the original documents proving the Subscriber's identity.

3.2.3. Is under an obligation to read the terms of Services/Tariffs prior to their activation. The Subscriber shall be solely responsible for the failure to comply with this provision and may stop using any Service/Tariff if the Subscriber is not satisfied with their terms and conditions. The Subscriber is also responsible to control his/her usage of the inclusive allowance and its renewal. The Operator shall notify the Subscriber when the inclusive allowance is used up.

3.2.4. Is under an obligation to fully pay for the Services in the manner and within the time limits specified in the Agreement/Tariff plan. If the terms of the Tariff Plan or other Services provide for payment of a fee, the Subscriber shall pay such a fee in accordance with the terms of the Tariff Plan/other Services and payment procedure. The Subscriber is fully responsible for non-payment, incorrect payment and / or late payment for the Services.

3.2.4.-1. The Subscriber - a business entity - when making a payment by bank transfer must in the purpose of payment in the payment order indicate no more than 2 (two) Subscriber numbers / two full numbers of invoices from the Billing system / two numbers of Personal Accounts and the amount of payment for each Subscriber number / invoice from the Billing system/Personal Account.

3.2.4.-2. If the Subscriber - a business entity - has more than 2 Subscriber numbers, the Subscriber fills in the electronic register as per the form available on the Operator's website at <https://b2b.kcell.kz/ru/b2b.account/eregistry/2369> and in the purpose of payment in the payment order indicates that the payment is made in accordance with the electronic register.

3.2.4.-3. If the Subscriber - a business entity - has more than 2 invoice numbers from the Billing system/Personal accounts, then the Subscriber must submit a cover letter in .xls format attached with the copies of payment documents to any of the Operator's customer service offices / send at the email address of the responsible employee of the Operator / at the address: email@kcell.kz and make a reference to the cover letter in the purpose of the payment order.

3.2.4.-4. Operator distributes and credits the payments received from the Subscriber - a business entity - taking into account the following:

1) The Operator credits the money received from the Subscriber in payment for the Services in accordance with the payment orders of the Subscriber and in accordance with the data indicated in them, in accordance with the requirements of clauses 3.2.4.-1. – 3.2.4.-3. and taking into account the documents attached by the Subscriber (registry, cover letter). At the same time, the amount of payment for the Services must correspond to the amount specified in the purpose of payment.

2) If the Subscriber fails to comply with clauses 3.2.4.-1. - 3.2.4.-3., the amount of payment will be distributed and credited to Subscriber numbers at the discretion of the Operator.

3.2.4.-5. The Operator is not responsible and is not obligated to compensate the Subscriber for the consequences of the Subscriber's failure to comply with the provisions of clauses 3.2.4.-1. -3.2.4.-3 regarding payment documents. The Operator does not consider claims if, when paying for the Services, the Subscriber did not provide the properly executed documents in accordance with the requirements of clauses 3.2.4.1-3.2.4-3.

3.2.5. May use the Services based on the advance payment (prepaid billing) method after the Subscriber has topped up his/her Personal account with funds sufficient to cover the cost of such services. If no funds are available in the Subscriber's Personal account, the Operator shall cease to provide outgoing connections, except for calls to the Operator's call centers and emergency services (ambulance, police, fire, rescue, directory and other toll-free services, except when the Subscriber is roaming). Upon the Subscriber's arrival in the roaming partner's country, the Operator shall send the Subscriber a short text message informing that he/she may incur debt for the services used when roaming because the roaming partner has no real-time billing system, and the Subscriber must pay the cost of roaming services in full.

3.2.6. In case of a postpaid method (postpaid billing), may set a credit limit on Operator's Services. The upper threshold of the credit limit is determined and set by the Operator.

3.2.7. Shall provide the Operator with reliable personal information, such as full name, including patronymic (where appropriate), mailing address, e-mail address (if any), contact phone number (if any), individual identification number (for natural persons), and company name, business identification number (for legal entities). In case of change in any of the above information, the Subscriber shall provide the Operator with new details in writing within 5 (five) business days after such changes have taken place.

3.2.8. Should the Subscriber transfer his/her number to any third person for use under this Agreement, all rights and obligations under this Agreement shall remain fully vested in the Subscriber.

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. By accepting the terms and conditions of this Agreement, the Subscriber consents:

1) to the collection and processing of personal data, including the Subscriber proprietary network information, cross-border transfer of Personal data, biometrics that are collected and used by the Operator and/or third parties in order to perform this Agreement, provide communications and/or other related services of the Operator and/or third parties, including but not limited to, the services provided to the Operator and/or the Subscriber by third parties; to third parties by the Operator; roaming services; Mobile Financial Services; convergent services; information and reference services; research activities and/or obtaining the statistical data on sales volumes and/or aimed at improving the quality of services provided and the subscriber service quality; conducting marketing activities, surveys and studies aimed at identifying satisfaction/dissatisfaction with the quality of services provided, continuous improvement of the Services provided; advertising and any other promotion of goods, works, services of the Operator through direct contacts with the Subscriber; informing the Subscriber about the Services offered, bonus events, promotions, etc.; collection of receivables; consideration of claims to the Operator; for other purposes and in cases when such consent is required pursuant to the laws of the Republic of Kazakhstan. It is assumed that personal data will not be disseminated in publicly available sources. I have been provided with the list of Personal Data collected and processed by the Operator. This consent will remain in force till the expiration of the Agreement or until the purposes for which Personal Data was collected and processed has been reached.

2) to be photographed and his documents to be photographed and processed for identification purposes, or to provide the Services and other related services to the Subscriber, perform service operations after verifying the Subscriber by photo, including with the use of information technologies.

Consent to the collection and processing of personal data, biometrics and/or to the provision of the Subscriber proprietary network information by the Operator to a third party is confirmed by the fact of Subscriber's signing of the Agreement.

3.2.11. Withdraws consent to the collection and Processing of the Subscriber's Personal Data by submitting a written request. Since the provision of the Services is conditional upon the Operator's possession of the Subscriber's Personal Data, in the event of withdrawal of consent, provision of the relevant Services will be terminated. The Subscriber may not withdraw consent to the collection, processing of Personal Data if there is an unfulfilled obligation to the Operator.

Disclosure of Personal Data in publicly available sources of information is not intended.

3.2.12. By accepting the terms and conditions of this Agreement and in cases where the Subscriber participates in the Operator's promotions and/or purchases the Operator's goods/services on a deferred-payment basis or by instalments, the Subscriber gives consent to (i) the Operator to provide information about the Subscriber, as a subject of the credit history regarding his/her financial and other property-related obligations, which the Operator has and/or which the Operator can receive in the future to all credit bureaus in accordance with the current legislation; (ii) the credit bureaus, with which the Operator has the relevant agreements, to provide a credit report with information about the Subscriber, as a subject of the credit history regarding his/her financial and other property-related obligations, which the credit bureaus have, including data that will be received by the credit bureaus in the future for the benefit of the Operator; (iii) the Operator to receive information about the Subscriber from credit bureaus received by credit bureaus from the state databases and/or from a legal entity engaged in activities related to the collection and provision of information on the income of natural persons; (iv) the credit bureaus to provide the Operator with information about the Subscriber received by the credit bureaus from the state databases and/or from a legal entity engaged in activities related to the collection and provision of information on the income of natural persons; (v) the owners/operators of the state databases, a legal entity engaged in activities related to the collection and provision of information on the income of natural persons, to provide information

about the Subscriber from all state databases on income to the credit bureaus; (vi) a legal entity engaged, by decision of the Government of the Republic of Kazakhstan, in activities for rendering public services according to the legislation of the Republic of Kazakhstan, to provide any available and/or future information about the Subscriber to the Operator through a credit bureau; (vii) the credit bureaus to provide the Operator with information about the Subscriber from a legal entity engaged, by decision of the Government of the Republic of Kazakhstan, in activities for rendering public services according to the legislation of the Republic of Kazakhstan.

3.2.13. When visiting the customer services offices, produce identity documents and credentials upon request.

3.2.14. Has the right not to use the basic mobile services using the methods offered by the Operator. In which case the Operator shall restore the provision of Services disconnected by the Subscriber upon the latter's request.

3.2.15. May, at own discretion, activate/deactivate intellectual services (lottery, voting, game show, a quiz, reference services, dating services) in accordance with activation/deactivation rules established by their providers.

3.2.19. Is under an obligation to comply with the rules of mobile device registration.

4. Service Payment Terms

4.1. The Subscriber shall pay for the Services based on the payment method selected (cash or noncash) or by using top-up card of the appropriate face value.

4.2. Payments for the Services are determined by the Operator in accordance with the Tariff plan chosen by the Subscriber.

4.3. Payments for the Services are made in the following order:

1) postpaid;

2) prepaid.

4.3.1. Prepaid Subscribers shall pay for the Services by topping up their accounts in advance with funds sufficient to cover the cost of Services.

4.3.2. Postpaid Subscribers shall pay for the Services used during the Payment period.

Once the credit limit is used up, the Operator shall disconnect the Subscriber from the services, except for incoming calls and roaming service. Upon the Subscriber's arrival in the roaming partner's country, the Operator shall send the Subscriber a short text message informing that he/she may incur debt for the services used when roaming because the roaming partner has no real-time billing system, and the roaming Subscriber must pay for any services consumed in excess of his/her credit limit.

4.4. Charges for certain Services, including Roaming and third-party services, may be invoiced by Operator in subsequent billing periods.

4.5. The Operator shall issue invoices for the Services in accordance with the Code of the Republic of Kazakhstan 'On taxes and other mandatory payments to budget' (Tax Code) electronically via the electronic invoicing system at www.esf.gov.kz. Within 20 calendar days after the Services were provided, the Subscriber - a legal entity - shall be issued electronic certificates of services rendered in the electronic invoicing system on the www.esf.gov.kz portal.

5. Liability of the parties

5.1. Operator is not responsible for the quality of third-party Services, including while Roaming.

5.2. The Operator shall not be liable for:

5.2.1. 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, states of emergency, 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, amendments/cancellation of regulatory acts, enactments/acts of governmental authorities preventing the proper performance of this Agreement.

- 5.2.2. the Subscriber's failure to correctly dial the Subscriber/telephone number as well as the Subscriber's failure to correctly indicate the Subscriber number/Personal account, invoice number when recharging his/her Personal account;
 - 5.2.3. possible depreciation of quality of the Services resulting from the use of a damaged or faulty Subscriber terminal;
 - 5.2.4. 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;
 - 5.2.5. 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;
 - 5.2.6. dissemination of information of any nature whatsoever or any damage caused to the Subscriber resulting from using the third party services;
 - 5.2.7. possible undesirable consequences the Subscriber may encounter after he/she received verbal consultation;
 - 5.2.8. failure of the information provided to the Subscriber upon request to meet his/her individual expectations and subjective assessment.
- 5.3. The Operator shall be liable to the Subscriber for a failure to fulfill or improper fulfillment of its obligations hereunder, if proven guilty, in accordance with this Agreement and applicable laws of the Republic of Kazakhstan. The Operator's liability shall be limited to the amount of direct real damage caused to the Subscriber and may not exceed an amount equivalent to 5 MCI. The Operator shall not be liable to the Subscriber for possible losses incurred by the Subscriber and (or) third parties.
- 5.4. Should payment for the Services be delayed, the Operator may claim a penalty at the rate of 0.1% of outstanding amount per each day of delay, up to a maximum of 10% of the outstanding amount.
- 5.5. The Subscriber shall be liable to the Operator for any breach of this Agreement and Appendices hereto and shall compensate the Operator in full for any loss incurred by the Operator.
- 5.6. The Subscriber shall be fully liable in cases when Subscriber number, Subscriber identification card and Services are used by third parties (including minors), including in case of Subscriber identification 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 Agreement

- 6.1. This Agreement shall come into force after the Registration form is signed by the Subscriber and submitted to the Operator or its representative, or in accordance with par. 2.3 hereof, or from the moment of Subscriber's accession to the Agreement in another way determined by the Operator and shall continue in effect until terminated in accordance with the laws of the Republic of Kazakhstan and/or this Agreement.
- 6.2. The Operator may terminate this Agreement unilaterally out-of-court and without prior notice to the Subscriber in the following cases:
- 6.2.1. the Subscriber violates the terms and conditions of this Agreement and/or those stipulated by the laws of the Republic of Kazakhstan;
 - 6.2.2. provision by the Subscriber of unreliable personal information and/or transfer of the Subscriber identification 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 in case:
- 6.3.1. the Subscriber unilaterally terminates the Agreement. In this case, the Subscriber must submit an application for termination of the Agreement. Agreement ceases to have force on the date stated in the Subscriber's application, but not earlier than the date and time of submission of the application;
 - 6.3.2. the Subscriber submits an application for porting out his/her mobile number;
 - 6.3.3. a postpaid Subscriber has been disconnected from mobile services for more than two calendar months for non-payment of services;
 - 6.3.4. the Subscriber has not used the mobile services (incoming/outgoing calls and short text messages, mobile data) during 12 months*;
 - 6.3.5. other grounds provided for by the civil legislation of the Republic of Kazakhstan. Termination of this Agreement and disconnection of the Subscriber from mobile services shall not release him/her from an obligation to pay for the Services rendered as of the termination date, including arrears of payment for the Services rendered and revealed later, including Roaming services, paid reference and other services, other debts to the Operator.
- 6.4. In case of termination/cancellation of this Agreement, any funds remaining on his/her Personal account shall be refunded to the Subscriber based on his/her written request submitted to Operator's customer service centers. The refund shall take place within 30 (thirty) calendar days from registration of the

Subscriber's relevant request, but not earlier than 15 (fifteen) calendar days from the end of Accounting period for postpaid subscribers.

*The 12-month term applies from April 17, 2023

6.5. Termination/cancellation of the Agreement for any reason entails the Subscriber's refusal of service and withdrawal of the Subscriber number. If the Agreement is terminated due to the Subscriber's porting out his mobile number to any other network, the Subscriber number shall not be withdrawn. In this case the Subscriber terminal owned by the Subscriber shall not be redeemed by the Operator and its cost as well as the cost of the Subscriber identification card used by the Subscriber, the cost of purchased but unused top up cards, paid Subscription fees, services charges and Tariff 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 any campaigns (including promotions) shall be paid to the Subscriber and shall be lost upon termination of the Service and/or 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. Such changes/amendments shall have immediate effect after publication, 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 (thirty) calendar days from the publication of such changes/amendments.

6.7. The Operator unilaterally, in whole or in part, depending on the withdrawal of the Subscriber's consent to the collection and processing of Personal Data, terminates the provision of the Services to the Subscriber.

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 the 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, 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. The Subscriber shall be under an obligation to repay the debt for Roaming services rendered during the period of servicing in the Operator's network and discovered by the Operator after his/her number has been ported out within 10 (ten) business 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, according to the established template, submitted to the Operator's customer service offices.

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 are set in accordance with the 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 Agreement, whether in whole or in part, at present or in future, be found illegal, invalid or unenforceable, such provision shall not affect the validity or enforceability of any other provisions of the Agreement, in whole or in part.

9. Operator's bank account details:

Kcell JSC, address: Republic of Kazakhstan, Almaty, 51 Alimzhanov street.

BIN 980540002879, SWIFT HSBKKZKX, IBAN KZ406017131000016045 with Halyk Bank of Kazakhstan JSC

Appendix 1 to Public Mobile Services Agreement

Terms of Fair Use of Services

All Subscribers have equal rights to access high-quality mobile and internet services, subject to the Operator's technical capabilities and the applicable laws of the Republic of Kazakhstan.

To ensure stable and reliable services for all Subscribers, including seamless internet access, and to fairly distribute network resources during peak hours, the following fair usage conditions apply to help prevent activities that may impact the quality of services provided by the Operator.

Under normal conditions, there is no excessive use of data, voice, or other services of the Operator. The Operator ensures that Subscribers can enjoy services with maximum convenience, as defined by their respective service plans. However, certain Subscribers may consume significantly higher volumes of services than the average user. Such excessive usage can lead to network congestion, affecting other Subscribers by reducing call quality and slowing down mobile internet speeds.

To prevent the negative impact of excessive network traffic on plans and services that include unlimited data allowance, the Operator implements a soft limitation mode in cases of excessive network usage or network congestion during peak hours. This measure ensures that data speeds remain sufficient for comfortable use of social media, messaging applications, email, and video streaming at an acceptable quality while maintaining overall network stability.

The Subscriber's use of voice services, SMS, and mobile internet in a manner that obstructs other Subscribers from using the Services or violates the rights and lawful interests of the Operator or third parties is considered improper use of the Services. This includes, but is not limited to:

- The Subscriber's use of the Services provided by the Operator for commercial or other purposes unrelated to their personal, family, or similar needs, as well as any other use that is inconsistent with its intended purpose or involves actions taken without the genuine intent to receive the Services in good faith.
- The use of the Services to mislead other Subscribers or third parties, circumvent restrictions, deceive any automated systems, or engage in any other fraudulent activities unrelated to the Subscriber's legitimate need for the Services.
- The Subscriber's improper use of voice services, conference services, call forwarding, or call holding, as well as any other actions that may negatively impact the operation of the Operator's mobile network and/or the network or equipment of the Operator's partners. This includes exceeding the time necessary for the fair use of Services, exploiting various combinations of Tariffs, promotions, and other service conditions, restricting other Subscribers' ability to access services of sufficient quality, or engaging in any other actions that do not align with the subject of the Agreement or the intended purpose of the Services.
- Использование Услуг связи для передачи разного рода трансляций, мониторинга, авторизационных данных, передачи записанных материалов и данных или иных голосовых соединений, не представляющих собой «живое общение» между двумя или более физическими лицами, за исключением взаимодействия с системами автоматического обслуживания в течение времени, необходимого для добросовестного пользования такими системами.
- Improper use of Unlimited Data Services provided under Tariffs, such as downloading/uploading data via P2P (torrent) networks and applications, using VoIP/SIP telephony, streaming content, and similar activities.
- Use of Communication Services for broadcasting, monitoring, transmitting authorization data, recorded materials, or other data, as well as for voice connections that do not constitute live communication between two or more individuals, except when interacting with automated service systems within the time necessary for fair use of such systems.

The Operator, in accordance with the Policy and the Agreement, may fully or partially suspend the Subscriber's Services, conduct an internal investigation, restrict access to certain services, or terminate the Agreement. During the investigation, the Operator has the right to:

- For Tariffs and Services that include unlimited data allowances, the Operator may, without prior notice to the Subscriber, limit the maximum data transmission (e.g., after reaching a certain threshold) and/or restrict certain types of data usage (e.g., downloading/transmitting data via P2P (torrent) networks and applications, using VoIP/SIP telephony, streaming content, etc.). These restrictions will remain in effect until the Subscriber resolves the policy violation and notifies the Operator accordingly.
- If malicious, criminal, or unlawful actions by the Subscriber or third parties are detected, including abuse of the Operator's Services (such as through the Subscriber's account), or if the Subscriber engages in fraud that results in financial losses to the Operator, the Operator has the right to demand full compensation for the incurred damages.

- To prevent potential unlawful activities involving Subscriber numbers that may cause harm to both the Operator and bona fide Subscribers, the Operator reserves the right to deny an individual Subscriber the registration of more than ten Subscriber numbers.

The Subscriber agrees to use the Operator's Services responsibly, ethically, and in compliance with applicable laws and societal norms, in accordance with the Policy.

Appendix 2
to Public Telecommunications Services Agreement
Kcell JSC

Rules for Provision of Mobile Financial Services

These Rules for Provision of Mobile Financial Services (Rules) govern the relationship between Operator and Subscriber arising when:

1. Operator sells and Subscriber buys the Electronic Money to be used by the Subscriber to make payments for civil transactions and for other operations, as well as set the procedure the Subscriber should follow when using the Operator's Technology System to make instructions on replenishment of the Electronic Wallet and other transactions involving electronic money;
2. Operator returns funds he received from a Subscriber as a prepayment for the mobile communication services and credited to their Personal Account back to the Subscriber's bank account and/or payment card, which may be used by the Bank to make payments under civil transactions based on the Subscriber's instruction.

1. Terms used in these Rules and their definitions

1.1. E-Money System Operator – a legal entity that maintains the Electronic Money System, including the collection, processing and transmission of information generated during transactions involving electronic money, and also determines the rules of operation of the Electronic Money System in accordance with the agreement concluded with the issuer (s) of Electronic Money.

1.2. Fraud – unauthorized or illegal actions (performed using various technical methods) aimed at causing material damage to the Participants of the electronic money system, which may have a negative impact on the business reputation and operation of the Operator's network.

1.3. Official websites – Operator's websites and mobile applications, including, but not limited to www.kcell.kz, www.activ.kz and mobimoney.kz, websites and mobile applications of partners of the Electronic money system Operator providing access to Operator's Mobile Financial Services.

1.4. QR code scanning – method used to send Instructions, which involves reading a digital code using a scanner of a Subscriber terminal.

1.5. QR code – graphical interpretation of the digital code, implemented on the basis of ISO/IEC 18004: 2015 standard, containing encoded information about the Payment terms;

1.6. Individual Payment Number – the number provided electronically to the Subscriber by E-Money System Operator after the Subscriber's acquisition of E-Money by means of which the Subscriber can get the document confirming the acquisition of E-Money.

1.7. Operator's website – the information resource of the Operator of the electronic money system on the Internet www.kcell.kz (for Kcell subscribers) and www.activ.kz (for activ subscribers).

1.8. Public Agreement – the Public Mobile Service Agreement signed between the Subscriber and the Operator under which Operator provides the telecommunication service to the Subscriber, other services of the Operator and third parties.

1.9. Instruction – 1) the Subscriber's instruction to carry out an E-Money transaction given to the Operator and implemented through the methods specified in par 7 hereof and (or) E-Money System Rules; 2) the Subscriber instruction for the Operator to return funds the latter received from the Subscriber as a prepayment for the mobile communication services and credited to the Subscriber's Personal Account, and transfer those funds to the Bank. The funds transferred to the Bank are credited by the Bank to the respective bank account or a payment card account, including cards issued by the Bank in accordance with the documents of the Bank and Kazakhstan legislation.

1.10. Mobile Financial Services (mobimoney) – Operator's services involving the sales of E-Money to the Subscriber through the E-Money System; return by the Operator of funds to the Subscriber's bank account and/or payment card, which may be used by the Bank to make payments under civil transactions based on the Subscriber's instruction.

1.11. Participants of E-Money System – a natural or legal person who, in accordance with these Rules or E-Money System Rules or a contract, has a right or obligation to issue, transfer, receive, use, acquire, sell or redeem electronic money within the respective E-Money System.

1.12. Technology System – the Operator's System for processing of information and appropriate organizational and technical resources that enable the transfer of information between the Participants of E-Money System, and also the transfer of the Subscriber's Instructions.

1.13. Limit – the maximum amount per transaction or number of transactions by the E-Money owner during a certain period of time.

1.14. Authorization – the process of verification (confirmation) of the Subscriber's rights to perform transactions involving E-Money.

1.15. Supplier – a person who provides services or sells goods to the Subscriber and to whom the latter makes a Payment with the use of E-Money or a payment card.

1.16. Reimbursement of E-Money – transaction whereby the Issuer exchanges E-Money received from their owner or subject to reimbursement without their presentation in cases stipulated by the laws of the Republic of Kazakhstan to their equal nominal value of money carried out in accordance with the Rules of System and the requirements of the legislation of the Republic of Kazakhstan.

1.17. Payment – the Subscriber's payment for goods and services of third parties (Suppliers) via E-Money System under the civil-law transactions between the Supplier and the Subscriber.

1.18. E-Wallet Top-up – purchase of E-Money by the Subscriber from the Operator and their crediting to his/her E-Wallet as per the Subscriber's Instructions.

1.19. E-Money Issuer / Issuer – Kazkommertsbank Joint Stock Company that issues and reimburses E-Money in the E-Money System in accordance with the requirements of the legislation of the Republic of Kazakhstan. Provider of payment services who issues and redeems Electronic Money within the Electronic Money System in accordance with the requirements of the legislation of the Republic of Kazakhstan.

1.20. E-Wallet – microprocessor (chip), software of personal computer, other software and hardware facility in which E-Money is stored and / or providing access to it, which allows the Subscriber to make payments, transfers and other transactions with E-Money.

1.21. E-Money – unconditional and irrevocable liabilities of the Issuer in electronic form that are accepted as an instrument of payment in the E-Money System by other participants of E-Money System.

1.22. E-Money System Rules – rules established and agreed by the Issuer in accordance with the legislation of the Republic of Kazakhstan, governing the issuance, sales, purchase, acceptance, transfer, repayment and other transactions are performed involving E-Money; the System Rules are published on the Internet at www.wooppay.com/files/2.pdf or <https://kempay.kz/ru/doc>.

1.23. Web-site of System Operator – information resource of the E-Money System Operator on the Internet (website of Wooppay E-Money system at www.wooppay.com, website of Kazevromobile E-Money system at www.kempay.kz).

1.24. E-Money System – a set of software and hardware tools, documentation, and organizational and technical activities carried out by the E-Money System Operator required for effecting payments and other transactions involving E-Money, including Wooppay E-Money System, Kazevromobile E-Money system.

1.25. Bank - a second-tier bank operating in the Republic of Kazakhstan under the legislation of the Republic of Kazakhstan, including, among other things, opening and maintaining bank accounts of legal entities and individuals.

The terms without definitions and meanings in these Rules shall be interpreted in accordance with the definitions and meanings provided for these terms in the Public Agreement and (or) E-Money System Rules and (or) legislation of the Republic of Kazakhstan.

2. General Provisions

2.1. In accordance with these Rules, Operator:

2.1.1. sells Money to the Subscriber (**E-Wallet top-up**) to be used by the latter for making Payments or other transactions involving E-Money under the terms and conditions defined by the Issuer;

2.1.2. provides the Subscribers access to the Technology System which transfers the Subscriber's Instructions to top up the Subscriber's E-Wallet and perform transactions with E-Money.

2.1.3. returns overpaid amounts for the mobile services to the Subscribers or credits the overpaid amounts towards future payments for the mobile services with the consent of the Subscriber. 2.2. The Operator sells E-Money to the Subscriber who can use it for the payment of services / goods / works of the Supplier as well as other transactions with E-Money within the respective E-Money System. By giving the Instruction, the Subscriber purchases a certain amount of E-Money from the Operator and makes Payments using E-Money to the Supplier or other transactions under the terms and conditions defined by the respective Issuer of E-Money. The Instructions are given by the Subscriber via the Operator's Technology System using methods provided for by these Rules and (or) the relevant Electronic Money System Rules. When the Subscriber submits Instructions, the Electronic Money System in which the relevant Instructions will be executed is selected automatically, in accordance with the settings of the Operator's Technology System and Electronic Money Systems.

2.3. The Subscriber pays to the Operator for the E-Money using funds paid by the Subscriber in advance for the Operator's telecommunication services for prepaid numbers based on the Public Agreement. The charges relating to the Subscriber's purchase of E-Money from Operator appear on the Subscriber's bill for the telecommunication services.

Subscriber has the right to claim a refund of overpaid amounts for the mobile services from the Operator.

2.4. The Subscriber performs transactions with E-Money in accordance with the terms and conditions of the relevant E-Money System Rules.

2.5. By accepting these Rules (the Offer) the Subscriber confirms his/her consent and agrees to be bound by these Rules in its entirety.

3. Acceptance of these Rules

3.1. The Subscriber's acceptance of these Rules and Rules of the relevant E-Money System means his/her agreement to be bound by their terms and conditions.

3.2. The Subscriber is deemed to have accepted these Rules when he/she performs any one of the following actions:

3.2.1. sends a SMS to 7701, 5505, 525, 4404, 9505, 9909 and other numbers indicated in the relevant instructions and (or) respective E-Money System Rules;

3.2.2. confirms his/her acceptance of these Rules and E-Money System Rules by selecting (putting a checkmark) in the appropriate field next to the text or link to the text of these Rules and respective E-Money System Rules on the webpage or in any other applications intended for subscriber devices;

3.2.3. in the appropriate fields, enters a one-time verification code received via SMS from sender "mobimoney", 4404;

3.2.4. signs other agreements with the Operator that contain reference to the Rules and (or) respective E-Money System Rules with indication of Internet address where the latest version of these Rules and respective E-Money System Rules is posted.

3.3. By joining these Rules, Subscriber consents and authorizes the Operator and Operator of the respective E-Money System to collect and process his/her Personal data for the purpose of provision of Mobile Financial Services; gives consent for Operator of the respective E-Money System to receive the Subscriber's personal data from the Operator; gives consent to transfer the Subscriber's personal data to the Operator, the Issuer and other Participants of the respective E-Money **System**. The processing of Personal data means the actions (operations) involving Personal data, including collection, storage, alteration, amendment, use, distribution, anonymization, blocking and destruction of personal data, transfer of Personal data to the Issuer or other third persons in the course of rendering Mobile Financial Service referred to in these Rules and (or) Rules of the respective E-Money System. Based on non-disclosure agreement with third parties, the Operator has a right to engage such third parties to process the Subscriber's personal data solely for the purpose of performance of obligations according to these Rules and (or) Rules of respective E-Money System.

3.4. The Subscriber can purchase E-Money and get access to the Information System provided that:

3.4.1. Subscriber has no debts to Operator for telecommunication services or other services;

3.4.2. Subscriber terminal is not blocked;

3.4.3. Subscriber has sufficient funds in his/her mobile account;

3.4.4. Amount of the transaction with E-Money does not exceed the Limits set by the legislation of the Republic of Kazakhstan;

3.4.5. Data entered by the Subscriber in the E-Money System are correct;

3.4.6. Mobile number is registered to a physical person;

3.4.7. Mobile number is not in roaming (for Kcell customers only).

3.5. The Operator may refuse to provide Mobile Financial Services to the Subscriber, if the latter does not meet the conditions specified in this paragraph or on other grounds stipulated by the legislation.

4. Rights and Responsibilities of Parties

4.1. The Operator shall:

4.1.1. Ensure confidentiality of the Subscriber's personal in accordance with par 3 of these Rules. The Operator is not liable for damages of any kind suffered by the Subscriber in connection with disclosure and/or loss of the Subscriber personal data used to access to the Operator's Information System.

4.2. The Operator may:

4.2.1. Stop providing Mobile Financial Services or change their terms and conditions unilaterally on an extrajudicial basis after publishing the relevant notice on the Operator's website not later than 15 (fifteen) calendar days before termination of Mobile Financial Services or before such changes come into effect. By accepting these Rules, the Subscriber gives consent to Operator to further change the terms and conditions of these Rules as latter may deem appropriate, by posting the relevant information on the Operator's website.

- 4.2.2. Amend and/or alter unilaterally the methods of giving Instructions.
- 4.2.3. Refuse to provide Mobile Financial Services, if the Subscriber violates the conditions of these Rules or if any cases of fraud or other illegal activities of the Subscriber without prior notice to the Subscriber.
- 4.3. The Subscriber shall:
- 4.3.1. Fulfill the requirements and obligations provided for by these Rules and (or) respective E-Money System Rules;
- 4.3.2. Pay for Mobile Financial Services provided in accordance with these Rules.
- 4.3.3. In case of loss of the Subscriber terminal or password and/or SIM-card that provide access to Mobile Financial Services, notify immediately the Operator and request to block the Subscriber number using the phone number 3030 or +7 727 258 83 00 or the Operator's service office at the address provided on the Operator's website.
- 4.4. The Subscriber shall be entitled to:
- 4.4.1. Get access to the Mobile Financial Services, subject to compliance with the requirements set forth in these Rules and (or) respective E-Money System Rules.
- 4.4.2. Get E-Money transactions report on mobimoney.kz, check.activ.kz websites in accordance with the instructions on the respective web-site or par 8 of these Rules.

5. Operator's fee for Mobile Financial Services

- 5.1. The information on the amount of fee and (or) charge payable by the Subscriber to the Operator for Mobile Financial Services is provided by the Operator on the web-sites сайтах www.kcell.kz, www.activ.kz and mobimoney.kz and (or) respective internet resources of the Participants of Operators of the E-Money Systems.

6. Liability

- 6.1. Subscriber performs transactions with E-Money through the respective E-Money System. The Operator of the E-Money System or Bank is liable for improper functioning of the respective E-Money System and (or) improper provision of services for ensuring the information and technological interaction between transaction participants, including collection, processing and transfer of information generated when performing the transactions with E-Money, for non-fulfillment or improper fulfillment of obligations related to the payments and (or) money transfer.
- 6.2. Supplier is responsible to provide services, goods and works, to ensure their quality and timely delivery. All claims related to the Supplier's services, works and realized goods and also the demands to exchange-return the goods and/or services and/or works shall be made by the Subscriber directly to the Supplier whose details can be found in the mobile application or on the website where the goods, works or services are purchased, or through the Customer Support Service of E-Money System Operator using the contact phone numbers at www.woopay.com, www.kempay.kz.
- 6.3. The Operator shall not be liable to the Subscriber for delays and interruptions in the operation of technical platforms and transport networks or communication networks in the event there is no fault of the Operator.
- 6.4. The Subscriber shall bear all risks and all responsibility for any actions of the third parties who use his/her Subscriber terminal, performed with his/her Subscriber number or via special applications installed on the Subscriber terminal or using his/her identification/ authentication data on web-sites.

6.5. The Operator shall not be liable for the quality of goods, works, services provided by the Supplier.

6.6. The Operator shall not be liable for the Subscriber's actions and their consequences related with incorrect entry of the Subscriber's data and any mistakes during filling in, presenting the Instructions, and also for the actions of other Participants of the respective E-Money System or Operator's partners.

6.7. In case of loss, theft or other cases when the Subscriber terminal or Subscriber's SIM card stop belonging to the Subscriber, the Subscriber shall bear all risks related with the use of this Subscriber terminal and/or SIM-card by the third parties till the moment when the Operator receives the application on blocking of the Subscriber number/SIM-card from the Subscriber.

6.8. The Operator shall not bear liability, including the material liability, for improper functioning or incorrect performance of transactions on the respective IT-platform, E-Money System, including for improper or wrong operations related with crediting of E-Money to E-Wallets, transactions with E-Money, for wrong operations of the Subscriber, non-fulfillment or improper fulfillment of obligations by the Supplier.

7. Procedure for giving Instructions to Top-up E-Wallet and perform transactions involving E-Money

7.1. To Top-up E-Wallet and perform transactions with E-Money, Subscriber gives to the E-Money System Operator appropriate Instruction which is simultaneously the basis and an instruction to the Operator to top-up his/her E-Wallet with the amount of transaction and instruction to perform the E-Money transaction as per the Subscriber's Instruction. The Operator of the respective E-Money System ensures that the amount of the Subscriber's transactions is within the limits established by Operator or E-Money System Operator and that those transactions comply with the requirements of the legislation of the Republic of Kazakhstan, including legislation on countering the legalization (laundering) of proceeds of crime and terrorist financing.

7.2. In order to Top-up the E-Wallet, Subscriber must purchase E-Money from Operator using funds available in the Subscriber's mobile account, which is then credited to the Subscriber's E-Wallet. In which case, the Operator will receive the Instruction to top up the Subscriber's E-Wallet only after the E-Money System Operator has verified that the amount of the Subscriber's transactions is within the limits established by Operator or E-Money System Operator and that those transactions comply with the requirements of the legislation of the Republic of Kazakhstan, including legislation on countering the legalization (laundering) of proceeds of crime and terrorist financing.

7.3. The Subscriber's Instructions should contain the following data: amount of payment, requisites required in accordance with the fields in the form of payment (personal account number, other details depending on the requirements of the Supplier). E-Money can only be purchased using funds available in the Subscriber's mobile account.

7.4. The Subscriber shall be responsible for the correctness of data entered in the Instructions.

7.5. The Subscriber's Instructions is given from the Subscriber Terminal and (or) in accordance with the instructions published on the official websites:

7.5.1. by sending SMS to numbers 7701, 5505, 525, 4404, 9505, 9909 or other numbers indicated in the relevant instructions;

7.5.2. by scanning a QR-code

7.5.3. following the prompts of the graphic interfaces of the Official websites.

7.6. When sending Instructions to the Subscriber, in order to improve the Payment security and / or clarify the details of the Subscriber's Instructions, Operator may request the Subscriber to enter one-time

codes and / or send additional short text messages. When receiving Subscriber's Instructions sent via the graphical interfaces of the Official websites of the Operator's partners, entering one-time codes and / or sending additional short text messages is a mandatory verification procedure of the Payment / Indication.

7.7. The methods to be used to give Instructions may be altered and/or amended by the Operator unilaterally.

8. Payments to Google Play Market

8.1. Subscriber hereby agrees that the amounts he overpaid for the mobile services and repaid by the Operator may be used to pay for the services of the Operator's partners, including Google Play Market. The activation procedure and terms of use of Google Play Market are available at https://play.google.com/intl/ru_ru/about/play-terms/.

8.2. Subscriber gives Instructions to the Operator by following the Google Play Market instructions, including by sending SMS to number +77014589654.

8.3. Restrictions applicable to payments in the Google Play Market are provided in clause 3.4. hereof, with the exception of clause 3.4.7.

8.4. The maximum allowed amount of payment will be indicated during the payment process and may be changed by the Operator unilaterally without prior notice to the Subscriber in accordance with the Operator's risk management system.

8.6. The Operator is not liable for the improper fulfillment of obligations by the Bank, the Supplier and/or other participant in the process of mutual settlements performed in accordance with this section of the Rules.

8.5. In respect of payments to Google Play Market, Halyk Bank of Kazakhstan JSC www.halykbank.kz shall act as a partner bank.

9. Other conditions

9.1. In order to receive statements or references on transactions with E-Money, or to request password reset when the Subscriber is unable to recover your password through the user application, as well as in case of disputes involving incorrect crediting and / or write-off of funds or issue, realization and reimbursement of E-Money, the Subscribers should contact the Operator of the respective E-Money System using the contact information published on the website of the E-Money System.

9.2. The terms of service (including the fees due to the Issuer or Organizations that carry out the transfer transactions as well as fees to the Operator of E-Money System), the use of Electronic means of payment, information on the Issuer, E-Money System Operator and Organization that carry out transfer operations are published on the website E-Money System Operator at www.wooppay.com, www.kempay.kz. Subscriber is under an obligation to read this information prior to using the services of -Money System Operator and receiving Mobile Financial Services.

9.3. The terms of Mobile Financial Services may be extended or changed by attracting other Suppliers and other Issuers, or making other changes. Relevant information shall be published in the relevant section of websites www.kcell.kz and www.activ.kz or on the website of Operator of the respective E-Money System.

9.4. By accepting these Rules, Subscriber agrees to be bound by the terms of these Rules, and agrees to receive Operator's SMS- and e-mail messages on Mobile Financial Services at the address provided by the Subscriber during registration.

9.5. Subscribers may get advice on Mobile Financial Services by contacting the call centers on 3030 (activ) and 9090 (Kcell) or +7 (727) 258 83 00 (free from a landline number).

9.6. Operator is not responsible for any loss or damage incurred by Subscriber due to suspension, termination or malfunction of the respective E-Money System or IT-platforms of the Operator's partners.

9.7. These Rules and all Appendices thereto are a public offer and are published on the Operator's website.

9.8. These Rules form an integral part of the Public Agreement. Except as provide in these Rules, the terms and conditions of the Public Agreement shall apply.

10. Validity of Rules

10.1. These Rules are valid for an indefinite period of time and apply throughout the term of the Public Agreement.

10.2. These Rules shall continue in force until they are terminated by the Operator or until the termination of the Public Agreement.