

Terms of fair use of Services

These Terms of Fair Use of the Services (Fair Use Terms) have been developed by Kcell JSC (Operator) in order to make its Subscribers aware of the fair use of the Services, to provide all Subscribers with quality and stable Services, and to prevent violations that may affect the quality of the Services provided by the Operator.

1. The following basic concepts are used in this Appendix 1 (the Appendix):

1.1. Agreement – Public Agreement and/or an agreement for the provision of communication services.

1.2. Unlimited services - in addition to the Services and Tariff Plans that provide unlimited voice calls, the unlimited services include Tariff Plans and Services that provide packages of Services with included data allowance (Unlimited data) that allow the Subscriber to consume more volume than the average traffic consumption by the Subscriber for a certain period of time.

1.3. Average consumption - means the consumption of data traffic by the Subscriber over a certain period, calculated based on the consumption dynamics of all Subscribers under the Tariff plan or the Service, and corresponding to the consumption dynamics of 80% or more of such Subscribers.

1.4. Unfair use of services – Subscriber's use of voice communication services, SMS, mobile Internet in volumes significantly exceeding the Average consumption of Services by Subscribers and / or Users.

1.5. Systematic violation - a type of abuse of the Operator's Services, where the Subscriber during the billing period (starting after payment of the Subscription feed) repeatedly committed Unfair use of the services.

2. When using the Services under the Public Agreement, the Subscriber shall be bound by these terms of fair use of the Services in order to prevent disturbance to Operator's network.

3. The Subscriber is not allowed to take actions that prevent other subscribers from the normal use of the Services and violate the rights and legitimate interests of the Operator or third parties through abuse of the Services, including, but not limited to:

3.1. Use by the Subscriber of the Services provided by the Operator for commercial or other purposes not related to meeting the needs of the Subscriber for family, personal and other similar use.

3.2. Using the Services for the purpose of misleading other Subscribers, other third parties, as well as circumventing restrictions or deceiving any automatic systems, committing any other fraudulent actions not related to meeting the Subscriber's need for the Services.

3.3. Unfair use by the Subscriber of voice communication services, conference services, call forwarding or call hold, which may adversely affect the operation of the Operator's cellular network and (or) the operation of the network and (or) equipment of the Operator's partners, exceeding the period of time necessary for the fair use of the Services, as well as performing actions based on various combinations of Tariff Plans, promotions and other conditions of the Services, as well as limiting the ability of other Subscribers to receive Services of sufficient quality, as well as other actions that do not meet the subject of the Agreement and the purpose of the Services.

3.4. Use by the Subscriber for more than 5000 minutes within the Operator's network and / or on the network of other telecom operators, 500 SMS within the Operator's network and / or on the network of other telecom operators, 200 GB for data transmission services during one billing period at no additional charge.

3.5. Unfair use of Unlimited data transfer services provided within the Tariff plans (for example: downloading/transferring data in P2P (torrent) networks and applications, using VoIP/SIP telephony, using streaming content, etc.).

3.6. Using the Services to transmit various kinds of broadcasts, monitoring, authorization data, transmission of recorded materials and data, or other voice connections that do not constitute a "live communication"

between two or more individuals, with the exception of interaction with automated service systems for the time required for the fair use of such systems.

4. In case of detection of Systematic violations specified in these Terms and Conditions and the Agreement, as well as in the legislation of the Republic of Kazakhstan, Operator has the right, at its discretion, including for verification purposes:

4.1. With regard to the Tariff Plans and Services that provide for Unlimited Data Transfer, without prior notice to the Subscriber, limit the maximum data transfer capacity on a permanent or temporary basis (for example, after passing a certain threshold) and (or) limit certain types of use of the Data Transfer Services (for example: download / data transmission in P2P (torrent) on networks and applications, use of VoIP/SIP telephony, Unfair use of streaming content, etc.) for the Subscriber until the Subscriber eliminates violations of these Terms and the Subscriber notifies the Operator of such elimination.

4.2. Limit the data transfer bandwidth for all Subscribers when the network is overloaded during peak hours. At the same time, the data transfer rate is maintained for comfortable use of social networks, instant messengers, checking mail and watching videos in acceptable quality.

4.3. Upon detection of malicious / criminal / illegal actions of the Subscriber / third parties, abuse of the Operator's Services, including on the Subscriber's personal account, and also in the event that the Subscriber commits Fraud, as a result of which losses were caused to the Operator, the Operator has the right to demand damages from such Subscribers in full.

5. To limit alleged illegal actions using Subscriber Numbers, as a result of which damage is caused both to the Operator and to bona fide Subscribers, the Operator has the right to refuse to register more than ten Subscriber Numbers to a Subscriber who is an individual.

6. The Subscriber agrees to use the Operator's Services in good faith, reasonably and fairly, observing the requirements contained in the legislation, the moral principles of society.

7. If there are grounds to believe, as well as if the Operator detects actions performed by the Subscriber without the purpose of receiving the Services in good faith, for example, the use of the Services and / or Tariff plans for other purposes, the replacement of one Tariff plan with another more than five times a day without a justified need, as well as the commission of other actions aimed at the misuse of resources and Services on the Operator's communication networks, and / or the commission of actions that may have a negative impact on the operation of the network, violations by the Subscriber of the Terms, the Operator has the right to suspend the Services in whole or in part and conduct its own investigation, and equally restrict the use of services and Services, or refuse to perform the Agreement.