

## PUBLIC TELECOMMUNICATIONS SERVICES AGREEMENT

This Public Service 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 assigned to the Subscriber upon signing of the communication services 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 network 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. The provided mobile communication services are accounted for and billed based on the billing units approved by Order #43 dated February 2, 2009 of the Chairman of the Informatization and Communication Agency of the Republic of Kazakhstan.
- 9) **Online account** – Subscriber's personal account on Operator 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. In order 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. 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's SIM-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](http://www.kcell.kz)

Activ - [www.activ.kz](http://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, 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.

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** – calendar month in which services were provided and accounted for.

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) **SIM card** (Subscriber identification card) – a card of individual access 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.

## 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 the Services provided on the terms and conditions of the Tariff plan selected and service conditions of the Operator or third parties and pays for such Services in accordance with the payment terms 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 after the Registration Form is signed by the Subscriber and submitted to the Operator or its authorized representative. By signing the Registration Form, the Subscriber gives his/her unconditional consent to be bound by the terms and join the Agreement in its entirety.

2.4. The Parties have agreed that at the time of execution of the Agreement the handwritten signature of the Operator's authorized representative may be replaced with the facsimile reproduction thereof.

2.5. This Agreement shall be binding upon all the Subscribers and supersede the previous Contract for mobile communication services between the Operator and the Subscriber. After publication of this Agreement, the Services shall be available to the Subscribers on the terms and conditions specified herein. However, the Subscriber shall not be required to fill in and sign new Registration Form. Where the Subscriber does not agree to the terms and conditions hereof, he/she may within 30 days of the first official publication of this Agreement give the Operator a written notice of his/her refusal to join this Agreement. If no notice of refusal to join this Agreement is given to the Operator within the specified term or if the Subscriber takes implicative actions (uses the

Services), the Subscriber shall be deemed to have given his/her unconditional agreement to the terms and conditions of this Agreement and adherence to the entire Agreement.

2.6. 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.

2.7. The Services shall be provided to the Subscriber if the latter uses or owns the Subscriber terminal which meets the requirements of the Operator and is compatible with the RF band and communication standards of its network. Some Services may not be supported by Subscriber's terminals depending on their technical characteristics.

2.8. The Services are provided to the Subscriber in accordance with the Tariff plan selected and service conditions of the Operator or third parties. 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.

2.9. The Tariff plans and their terms and conditions (period of validity and other limitations), amount of inclusive services are established and may be unilaterally changed by the Operator in accordance with applicable legislation, subject to Operator's giving a 30-day' prior notice to the Subscribers to that effect via short text messaging service. The terms of other Services are established and may be unilaterally changed by the Operator in accordance with applicable legislation, subject to Operator's giving a prior notice to the Subscribers to that effect via short text messaging service. 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.

2.10. The Tariff plans may be terminated by the Operator unilaterally with prior notice to the Subscriber to be given at least 30 calendar days prior to termination through the bulk sms service and, where Operator deems appropriate, by placing appropriate information on Operator's website or otherwise. Should the Subscriber fail to switch to another tariff within the 30-day' term, the Operator has the right to switch that Subscriber back to his/her previous tariff or, if such tariff is no longer available, to any other available tariff with a notice to the Subscriber. By using the Tariff plan, Subscriber confirms his/her consent to its terms and conditions. The current Services may be terminated by the Operator unilaterally with prior notice to the Subscriber to that effect, such notice to be given through the bulk sms service and, where Operator deems appropriate, by placing appropriate information on Operator's website or otherwise.

2.11. Information about the Services and Tariff plans shall be placed on the website of Operator or third parties, communicated to the Subscribers by means of Automated service system, advertising materials or via the Operator's inquiry service. By activating the Services and/or Tariff plan via the Automated service system, the Subscriber fully agrees to their terms and conditions and billing procedures and expresses consent to receive and pay for such services.

2.12. In case of change of the Subscriber number, the Operator shall withdraw the old number and allocate new number, provided that 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.

2.13. 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 accordance with the conditions established by Operator for the Tariff plans and data services.

2.14. In case of reorganization of the Operator, this Agreement shall continue to have effect and the rights and obligations of the Parties hereunder shall remain unchanged.

### **3. Rights and Responsibilities of Parties**

#### **3.1. The Operator:**

3.1.1. May charge fees for the third party services provided through the Operator's network.

3.1.2. When providing the Roaming service to the Subscriber, may set up the Roaming disconnection threshold. When using the Roaming service, the Subscriber is charged for both outbound and inbound connections as well as other services, including Call Divert. The Subscriber pays for the Services consumed based on the payment terms hereunder. 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 method to contact the Subscriber and/or User of the Subscriber number and demand repayment of the debt, or engage third parties to collect the overdue payment. Such being the case, the Subscriber agrees that the Operator may disclose any Subscriber-related information to such third parties, including the cost of Services provided to the Subscriber, amount of debt, as well as documents confirming the existence of the debt and any other information including personal data as may be required for debt collection.

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 SIM card, Subscriber terminal or Services are used by an unauthorized person, or they are misused or used for criminal purposes;

3) The Subscriber infringes the terms and conditions of the 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 SIM card, top-up card, or as the result of cracking of identification or other code, or any other fraudulent acts or as a result of use of an invalid SIM or top-up card;

5) The Subscriber has notified the Operator that his/her Subscriber terminal is lost or stolen;

6) The Subscriber take actions which, in the Operator's reasonable opinion, may cause damage to its network, including but not limited to violation of the fare use principles specified in Appendix 1 hereto;

7) If the Subscriber acts in breach of the provisions contained in par. 3.2.5-3.2.7, 3.2.11 hereof and Appendix 1 hereto;

8) If the Subscriber fails to comply with the requirements set by the rules of mobile device registration;

9) On other grounds stipulated by Kazakhstan laws.

3.1.6. 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 upon termination of this Agreement.

3.1.7. 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.

3.1.8. Upon the expiration of three (3) years from the date of Agreement termination and/or withdrawal of the Subscriber number, has the right to write off the balance of funds available in the Subscriber's personal account and recognize it as Operator's income, if the Subscriber has failed to claim such balance back during the said term.

3.1.9. May 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 in order to determine how actively the Subscribers use discount and/or promotional offers on new or existing tariffs.

3.1.10. May, in addition to its chargeable Services, provide the Subscriber with free add-on services and inform the Subscriber via SMS and/or through website to that effect, and the Subscriber may refuse to use such free services using the methods provided by the Operator.

3.1.11. Sets the terms of validity for the subscriber kits that come with a SIM card at its own discretion and communicate this information to the attention of the Subscriber by printing the relevant information on the subscriber kits. SIM cards cannot be activated upon the expiration of the validity term of the subscriber kit.

3.1.12. Defines 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.

3.1.13. In order 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.

## **3.2. The Subscriber:**

3.2.1. Is entitled to receive information and reference services;

3.2.2. Shall correctly fill in and sign the Registration Form and hand it over to the Operator or its representative, as well as provide the Operator's authorized person or representative with the originals of documents confirming the Subscriber's identification details. The copies of the documents shall be kept by the Operator in hard or soft copy format.

3.2.3. May change his/her personal details at no extra charge in case of:

- change of last name, first name, patronymic, place of residence – for natural persons;
- change of the company name, registered and mailing address – for legal entities;
- other grounds stipulated by the RK laws.

3.2.4. 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.

3.2.5. Shall fully pay for the Services within the payment terms specified in this Agreement, indicating the mobile number(s) in the Purpose of Payment field, amount paid for each number and/or valid invoice number issued by Operator; failing which, payments may not be credited to the respective account. The Subscriber shall be fully liable for a failure to pay and/or delay in payment of the Services hereunder. Where the Tariff plan or Service is provided against a regular subscription fee, the Subscriber shall fully and timely pay such a fee in accordance with the terms of the Tariff or other Services. In case the Subscriber owns more than 5 registered numbers, then the Subscriber must provide a register of payments in accordance with the form available on the official website of the Operator at <https://www.kcell.kz/en/b2b.account/registry/2369>, listing all the numbers and the amounts paid for each Subscriber number, failing which, payments may not be credited to the respective account.

3.2.6. May use mobile communication and data services based on the advance payment (prepaid billing) method. In this case, the services will become available for use 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.

3.2.7. May choose to be served on a postpaid method (postpaid billing). To that end, the Subscriber must submit a written request to the Operator stating the amount of the desired credit limit, with the upper threshold of the credit limit to be determined and set by the Operator. If the Subscriber activates a Tariff that comes with a preset credit limit, he/she is required to provide consent to such credit limit. 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.

3.2.8. Prepaid Subscriber may use the Services provided by the Operator on a deferred-payment basis.

3.2.9. 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.

3.2.10. Should the Subscriber transfer his/her number to any third person for a permanent use under this Agreement, he/she shall, within 3 (three) calendar days after the transfer, undertake to have it reregistered to a new owner and for this purpose submit a written application to the Operator in which he/she gives consent to have the Subscriber number he/she owns re-registered to a new owner.

3.2.11. 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.

3.2.12. May refuse to receive advertisements by sending a written application, if he/she has previously agreed to receive such information over the Operator's network, in order and when such consent is required under the current legislation of the Republic of Kazakhstan.

3.2.13. May refuse to receive information messages from Operator by submitting an application, and be fully liable for the consequences of such refusal and hold the Operator harmless from any claims resulting from not receiving such information messages. The Subscriber, however, may not refuse to receive messages from 112 and other services which are mandatory according to the instructions of the government authorities and under the law.

3.2.14. Shall be under an obligation to keep confidential the personal data of other Subscribers in accordance with the laws of the Republic of Kazakhstan in the event that such data have become known to him/her while using the Services (subscriber numbers and other information). Failing which, the Subscriber shall be liable in accordance with the current legislation.

3.2.15. By accepting the terms and conditions of this Agreement, the Subscriber consents to the collection and processing of personal data, including the Subscriber proprietary network information, that are collected and used by the Operator and/or third parties in order to perform this Agreement, provide communications and/or other 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 and/or third parties through direct contacts with the Subscriber; informing the Subscriber about the Services offered, ongoing bonus events, promotions, etc.; collection of receivables; consideration of claims to the Operator; for other purposes and in cases when such consent is required by the current legislation of the Republic of Kazakhstan. If such consent is withdrawn, the Operator may terminate provision of Services to the Subscriber in full or in part.

Consent to the collection and processing of personal data and/or to the provision of the Subscriber proprietary network information by the Operator to a third party is contained in the appropriate section of the Registration Form. Consent to the collection and processing of personal data and/or to the provision of the Subscriber proprietary network information by the Operator to a third party can also be given by the Subscriber through the Internet resources of the Operator and/or third parties; the Personal Account; mobile applications of the Operator and/or third parties providing the Services; via SMS message, USSD technology, as well as by electronic message or electronic document, in the manner and on the conditions provided for by the legislation of the Republic of Kazakhstan.

3.2.16. 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 credit or on a deferred-payment basis, 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; (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.

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

3.2.18. 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.

3.2.19. 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.

3.2.20. 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. The billing method (prepaid or postpaid) is determined by Operator depending on the type of the Tariff plan selected by the Subscriber. Subscriber may change the billing method by following the Operator's relevant procedures.
- 4.3. Prepaid Subscribers shall pay for the Services by topping up their accounts in advance with funds sufficient to cover the cost of Services.
- 4.4. Postpaid Subscribers shall pay for the Services used during the Payment period.
- 4.5. Charges for certain Services, including Roaming and third party services, may be invoiced by Operator in subsequent billing periods.
- 4.6. Operator shall issue electronic bills for the Services via the electronic invoicing system [www.esf.gov.kz](http://www.esf.gov.kz) no later the 20th (twentieth day) of each month in accordance with the Tax Code of the Republic of Kazakhstan.

## **5. Liability of the parties**

- 5.1. Responsibility for the quality of third party Services shall rest upon their providers, including Roaming.
- 5.2. The Operator shall not be liable for:
  - 5.2.1. the loss the Subscriber may incur, including but not limited to loss of profit, discontinuation of business activity, loss of revenue or any other losses incurred while using the Services (loss of expected profit);
  - 5.2.2. for the failure of the Operator's network as well as for any other non-performance or inadequate performance under this 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, 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/cancelation of regulatory acts, enactments/acts of governmental authorities preventing the proper performance of this Agreement.
  - 5.2.3. the Subscriber's failure to correctly dial the Subscriber/telephone number as well as the Subscriber's failure to correctly indicate the Subscriber number when recharging his/her Personal account;
  - 5.2.4. possible depreciation of quality of the Services resulting from the use of a damaged or faulty Subscriber terminal;
  - 5.2.5. the quality of services of other operators as well as in cases when Operator's Services are provided along with the services of third parties;
  - 5.2.6. unavailability or untimely provision of third party services as well as for the content and quality of such services when they are provided via the Operator's network;
  - 5.2.7. dissemination of information of any nature whatsoever or any damage caused to the Subscriber resulting from using the third party services;
  - 5.2.8. possible undesirable consequences the Subscriber may encounter after he/she received verbal consultation;
  - 5.2.9. 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 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.

5.4. For the Subscriber's failure to comply with the payment terms hereunder, the Operator may claim a penalty at the rate of 0.1% of outstanding amount per each day of delay.

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, SIM-card and Services are used by third parties (including minors), including in case of SIM card loss or theft when the Subscriber fails to promptly apply to the Operator for suspension of the Services.

## **6. Term, Termination and Amendment of 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. 2.5 hereof 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 his/her SIM 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 mobile services (successful incoming/outgoing calls and sms, except for advertising and information messages from the Operator, messages from emergency services, mobile data) during 6 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.

6.5. Termination/cancellation of the Agreement for any reason entails the Subscriber's refusal of service and withdrawal of the Subscriber number provided to him/her under the Agreement, except for numbers ported to other mobile networks, but the Subscriber terminal owned by the Subscriber shall not be redeemed by the Operator and its cost as well as the cost of the SIM card used by the Subscriber, the cost of purchased but unused top up cards, 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 or other mass media. Such changes/amendments

shall have immediate effect, 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.

## **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, or prepaid Subscriber has outstanding roaming charges 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.

7.8. Provisions of this Article 7 of the Agreement shall apply from the date of the MNP service introduction in accordance with the current legislation of the Republic of Kazakhstan.

## **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 legality, validity or enforceability of any other provisions of the Agreement, in whole or in part.

Operator's bank account details:

Kcell JSC, address: Almaty, Samal-2, 100 / 2G Timiryazev st.

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