

INDICATIVE TERMS AND CONDITIONS
of the Agreement for Mobile Telephone (Cellular) Communications Services
subject to PostPaid Settlement System

1. General provisions

1.1. These Indicative Terms and Conditions of the agreement for mobile telephone (cellular) communications services subject to the PostPaid settlement system (hereinafter referred to as the '**Terms and Conditions**') regulate the relations between Unitel LLC (hereinafter referred to as 'Carrier') and the Subscriber when the Carrier provides mobile telephone (cellular) communication services (telecommunication services).

1.2. These Terms and Conditions, the Agreement form with the Subscriber's details, as well as the appendices thereto, are a Public Agreement for mobile telephone (cellular) communications services (hereinafter referred to as the 'Agreement or Offer').

1.3. As used herein, the following terms and definitions apply:

Subscriber means legal entity or an individual using communication services.

Subscriber's Agreement means an agreement for mobile telephone (cellular) communications services subject to PostPaid settlement system concluded between the Subscriber and the Carrier comprising these Indicative Terms and Conditions and appendices thereto, Registration Form, Price Lists, as well as an agreement concluded with budgetary institutions and recipients of the state budget and budgets of state trust funds through the Treasury of the Ministry of Finance of the Republic of Uzbekistan posted on the official website of the Carrier at <https://b2b.beeline.uz/ru>

Subscriber Number means a number provided to the Subscriber for the period of validity of the Communication Services Agreement, used to identify the subscriber equipment connected to the telecommunications network when connecting other devices to it to receive the Carrier's services;

Subscriber's Equipment means a device owned or temporarily provided to the Subscriber connected to the Carrier's network and designed to process, modify signals transmitted or received through it. The subscriber device shall comply with the specifications established for such equipment according to the standards in force in the Republic of Uzbekistan;

Subscription Fee means funds recorded on the Subscriber's electronic account, amount of which is specified in the Company's Price lists, and which do not depend on actually received communication services for a certain billing period. It provides the Subscriber with the opportunity to use communication services;

Acceptance means full and unconditional acceptance of all terms and conditions of this Offer in the manner provided for in Section 2 hereof.

Guarantee Fee means the funds that guarantee payment of bills for communication services provided in roaming and the use of international communication services.

Access to the Carrier's Network means an opportunity to use the Carrier's network to receive services provided by the Carrier.

Billing Unit means a unit of the duration of a telephone conversation (connection) paid by the Subscriber, which depends on the billing system chosen by the Carrier;

Serviced Area means the area where the Carrier is entitled to provide communication services according to the License Agreement and is technically capable of providing communication services of the quality corresponding to the specifications established by regulations and/or standards (guiding documents) in force in the Republic of Uzbekistan.

Credit Limit means the number of provided communication services, which is set by the Carrier for each Subscriber.

Content means the text or multimedia data received via SMS, GPRS, which is informative and entertaining in nature.

Content Services means type of services technologically inseparable from mobile telephone communication and aimed at increasing their consumer value, provided jointly with third parties, which are paid by the Subscriber.

Personal Account means the management of services via the Business-to-Business Services Management System.

Separate Tariff means a tariff set by the Carrier for a separate service not included in the tariff plan. Separate Tariff is not conditioned by the selection of any tariff plan. Separate Tariffs are specified either in the Carrier's Price Lists, or in the Subscriber Agreement, or at <https://b2b.beeline.uz/ru>, or in mass media.

Carrier's Office means the Carrier's offices in Tashkent and the offices of its branches in the regions of the Republic of Uzbekistan. The list of the Carrier's branch offices and their working hours is publicly available on the Carrier's website and are updated on a strictly defined effective date. The list may change from time to time (change of mailing address, officers, etc.).

Price List means a set of tariff plans and separate tariffs set by the Carrier.

Provision of Access means the Carrier's operations on providing the Subscriber with a Subscriber number for use and connecting the Subscriber to the Network.

Duration of the Radiotelephone Connection means the time from the moment when the Carrier's equipment detects the response of the called party to the moment when the Carrier's equipment detects the cancellation of the radiotelephone connection of one of the parties.

Partners means third parties engaged by the Carrier to qualitatively provide or promote any services based on agreements concluded with the Carrier, including for maintenance of the Carrier's operating procedures, as well as providers rendering services to Subscribers via the Carrier's network.

Personal Data means information recorded on electronic, paper, and/or other tangible media that relates to a certain Subscriber (individual) or makes it possible to identify him/her.

Personal Data Processing means an action or a set of actions for the collection, systematization, storage, modification, supplementation, use, provision, distribution, transfer, depersonalization, and destruction of personal data.

Personal Data Processing and Protection Policy means a document that defines the purposes, legal grounds, principles, procedure, and conditions for the Processing of Personal Data, as well as measures to protect and ensure the rights of personal data subjects according to the Laws of the Republic of Uzbekistan available at <https://beeline.uz/en/politika-obrabotki-i-zashchity-personalnyh-dannyh-unitel>.

Registration Form means an integral part of the Subscription Agreement confirming the Subscriber's familiarization with the Agreement and its full and unconditional acceptance by the Subscriber, containing the Subscriber's details and other terms and conditions of the Agreement.

Radiotelephone Connection means the establishment of a radio-telephone connection between the Subscriber equipment of communication services users, at least one of which is a Subscriber of the Network that provides information exchange.

Roaming means the service providing access to a subscriber of one Carrier to the network of another Carrier when s/he is in the served area of another Carrier within one state (national roaming) or in another country (international roaming). The list of countries and roaming partners of the Carrier is updated on a strictly defined validity date and may change from time to time. The Carrier shall specify the list of roaming partners as well as tariffs for roaming services on the official website and/or in printed handouts.

Network means the network of mobile telephone (cellular) communications, which is a set of technical means (switching and radio equipment, subscriber devices, connecting lines, facilities, etc.) used to provide mobile telephone communications services (telephone, data transmission, and other additional services) to the Subscriber.

SIM card (hereinafter referred to as a 'SIM card') means a removable identification module with a microchip, which identifies the subscriber's installation, accesses the mobile communication network, and protects against unauthorized use of the subscriber number. The cost of the plan selected by the Subscriber

includes the cost of SIM-card provided to the Subscriber for identification, access (connection) to the Company's network, and receiving communication services.

eSIM means the virtual identification module of the Subscriber Device used to identify the subscriber's installation, use the mobile network, and protect against unauthorized use of the Subscriber Number.

SMS means a short message service.

Billing System means a method of calculating the cost of various communication services.

Tariff (s) means the price (s) for a certain communication service

Tariff Plan means a list of tariffs for a certain set of communication services.

Communications Network Access Infrastructure means the availability of free numbers of subscriber capacity (unique identification codes) and/or communication channels, including radio channels, considering allocated frequency resource.

Communication Services Infrastructure means the availability of operating technical means and communication facilities in the Carrier's serviced area necessary to provide relevant communication services to the Subscriber.

Transaction means the operation with the Subscriber's Electronic Account, which results in debiting funds for the provided Services. The Carrier is entitled to equate the following to a transaction:

- An outgoing call (continuing for more than 0 sec), including calls in roaming (except for calls to emergency services and to the Carrier's toll-free service numbers);
- All outgoing domestic SMS and MMS and ones sent to the subscribers of other carriers;
- All incoming billable SMS;
- Subscription fee write-offs (including write-off of funds for 'Number Retention' service);
- All paid service management transactions;
- All received and transmitted data sessions that took place;

Carrier's Services means services for receiving, processing, and transmitting radio signals, basic and additional communication services, and other services determined by the Carrier depending on the cellular network infrastructure provided by the Carrier to provide the Subscriber with access to the Network, provided by the Carrier independently or through third parties according to agreements concluded. Services are provided based on relevant Licences issued by a designated telecommunications authority.

Internet Access Service means a service for receiving and transmitting data via the Internet.

Carrier's Authorized Office means a third-party office, that is entitled to, by an official document signed by an official and sealed by the Carrier, conclude an agreement for mobile telephone (cellular) communications services with the Subscriber and/or accept payments for the services provided by the Carrier.

Restriction Level means the minimum funds on the Subscriber's Electronic Account (balance), when the Carrier is entitled to restrict communication services provided to the Subscriber or suspend them completely.

Fraud means a deliberate unauthorized action or omission of an individual/employee of a legal entity, or unauthorized use of resources and services in the Carrier's network resulting in breach of established regulations and procedures when using Communication Services provided by the Carrier with no proper payment, as well as aimed at seizing the Carrier's or Subscriber's funds.

GSM gateway means a multi-channel or single-channel mobile device that connects to a public fixed network or the network of a mobile carrier that directs any incoming calls from the Subscriber's device to one of the GSM gateway channels to the fixed one via the local telephone network and charging the call as domestic.

Electronic Invoice means an electronic file in the Carrier's automated settlement system with monetary information about the Subscriber's rights to receive the Carrier's service (hereinafter referred to as the 'Conditional Amount').

IMEI (International Mobile Equipment Identifier) or International Unique Identification Code (hereinafter referred to as the 'IMEI') or a 15-digit identification number of the cellular subscriber's installation allocated by GSMA and operating within GSM/UMTS/LTE networks.

ONLINE Agreement Registration means entering into an agreement by means of reading the terms of the Agreement on the Carrier's official website, filling in of the Subscriber's details, certification of the Registration Form by electronic digital signature of the Subscriber's authorized person, which confirms the Subscriber's consent with the Agreement;

EDS means an electronic digital signature of the Subscriber's authorized person responsible for the accurate Agreement filling in affixed under the Laws of the Republic of Uzbekistan on electronic digital signature for the purposes specified in the EDS certificate when signing the Agreement online.

1.4. The Carrier shall independently set the terms and conditions of the Agreement according to the applicable Laws of the Republic of Uzbekistan. Mobile telephone (cellular) communications services in the Network shall be provided to all Subscribers under equal conditions subject to services and tariff plan selected by the Subscriber.

1.5. The list of basic and additional communication services provided by the Carrier to the Subscribers shall comply with the Licence and communication and network infrastructure owned by the Carrier or other Carriers of telecommunication networks forming the public telecommunication network in the Republic of Uzbekistan, considering regulations of the public communication and digital affairs authority, and shall be specified in the Carrier's Price Lists. The list of services may vary from time to time due to technical, organizational, and/or financial circumstances.

1.6. As selected by the Subscriber, the Agreement may provide purchase and sale of the Subscriber's Equipment.

2. Procedure and conditions for concluding an Agreement

2.1. The Agreement is concluded by signing the Registration Form of the Agreement by authorized representatives of the Subscriber and the Carrier expressing the Subscriber's consent hereto. The Carrier may certify the Agreement by the facsimile signature.

2.1.1. In case of online registration, the Agreement is concluded when the authorized representative of the Subscriber signs the Agreement Registration Form using EDS.

2.2. The Carrier shall be entitled to refuse to conclude the Agreement or provide services thereunder:

- if it is technically impossible to provide the Services requested by the Subscriber, including if it is impossible to provide access to the Carrier's network;
- in case of failure to submit the documents stipulated herein;
- if the Subscriber fails to certify the Registration Form by the EDS when registering the Agreement online;
- if the Carrier has information about the Subscriber's equipment as lost by another Subscriber or not certified in the manner prescribed by the Laws of the Republic of Uzbekistan;
- if the Carrier has information about the Subscriber's debt for the Services rendered hereunder or under other contracts and in other cases stipulated by this Agreement.

2.3. When providing personal data of contacts for the interaction hereunder, or personal data of services' users to comply with the regulations (for Subscribers - legal entities), the Subscriber guarantees the contact's consent to receive information and proposals of the Carrier on the Services provided.

2.4. The Carrier shall be entitled to suspend the Communication Services hereunder without notice:

- If there is information in official public sources about the liquidation of a legal entity (the Carrier resumes the provision of Communication Services after the Subscriber submits a document from the relevant authority confirming financial and economic activity in the Republic of Uzbekistan).

2.5. The Carrier is entitled to restrict/terminate access to the Personal Account without notice:

- when detecting information about liquidation of a legal entity in official public sources;
- in case of detection of fraudulent actions by the Subscriber through the Personal Account.

3. Rights and obligations of the Carrier

3.1. The Carrier shall:

- 1) provide the Subscriber with a Subscriber Number and activate the SIM / eSIM card for the period of validity hereof;
- 2) provide Services to the Subscriber when s/he is within the Serviced Area;
- 3) provide, within the Serviced Area, the Subscriber with a 24-hour free call to emergency services (101-Fire Department, 102-Police, 103 - Ambulance, 104-Emergency Gas Service, 1050 - Rescue Service);
- 4) provide Subscribers with accurate information about the Communication Services;
- 5) take measures to eliminate deficiencies in Communication Services discovered during the provision of these Communication Services to the Subscribers;
- 6) organize Subscriber's advising on the use, calculations, quality of Communication Services.
- 7) provide the Subscriber with access to the networks of other telecom carriers in the Republic of Uzbekistan and abroad (roaming) if the Carrier has relevant agreements with these carriers, in case the Subscriber selects such service;
- 8) connect to the Network of a Subscriber disconnected for non-payment for Communication Services and/or non-payment of a subscription fee after eliminating their arrears in payment for Communication Services and making an advance payment according to the selected tariff plan;
- 9) issue bills or invoices for the rendered Services to the Subscriber according to the postpaid system at the details specified by the Subscriber;
- 10) issue (from the next billing period) to the Subscriber bills or invoices for the Communication Services electronically.
- 11) if the Subscriber selects the appropriate tariff plan, sell the Subscriber's equipment to the Subscriber under the terms defined herein.

3.2. The Carrier shall be entitled to:

- 1) amend these Terms and Conditions by informing the Subscriber of the relevant amendments by sending SMS or posting the relevant information on the Carrier's website, or by publishing it in mass media, or in any other publicly available manner. Herewith, if within 15 (fifteen) calendar days from the date of posting the relevant information/publication the Carrier does not receive the Subscriber's written full or partial refusal to accept such amendments, it shall mean the Subscriber's consent to the said amendments;
- 2) suspend Communication Services to the Subscriber in case the Subscriber breaches the Agreement (Communication Services shall be resumed at the Carrier's tariffs after full elimination of breaches);
- 3) if the Subscriber has several Subscriber Numbers connected to the network, the Carrier shall be entitled to debit from the Subscriber's Electronic Account as payment for the provided Communication Services for one of the numbers the funds received as payment for the Communication Services for other Subscriber Numbers or disconnect all the Subscriber Numbers, if the Subscriber breaches this Agreement for at least one of the Subscriber Numbers;
 - 3.1) If the Subscriber fails to fulfill its obligations to pay for the Services until termination of the Agreement, the Carrier shall be entitled to use the funds paid by the Subscriber to cover the communication services under one Agreement to settle the debt for the services hereunder. The Carrier may offset the Subscriber's unused funds against the debt for the Services rendered and notify the Subscriber thereof by sending a message to the telephone number or by other available means.
 - 4) change the Tariff Plans, system, conditions, forms and terms of payment for the Services by notifying the Subscriber at least 10 (ten) calendar days prior to the introduction of the said changes by publishing in the mass media (moreover, the information may be communicated to the Subscriber by SMS, by posting information online, or by other means);
 - 5) unilaterally change the Subscriber Number provided to the Subscriber for the period of validity hereof in cases stipulated by the Laws;
 - 6) set limits on the continuous connection of telecommunication services;

7) The Carrier shall be entitled to unilaterally terminate the Agreement if the Subscriber breaches the Agreement;

8) Upon expiry of three months from the date of the last transaction (or 30 days from the date of disconnection for non-payment), the Carrier reserves the right to terminate the access of the allocated number to the network and subsequently sell it.

9) restrict access to the Carrier's Contact Centre Services for the following: insulting the Carrier's Contact Centre employees; using obscene words when communicating with the Carrier's Contact Centre employees; repeated calls to the Contact Centre on issues that do not relate to the Carrier's business; repeated calls to the Carrier's Contact Centre accompanied by silence and other cases considered by the Carrier as actions causing moral inconvenience to the Carrier's Contact Centre employees and depriving the Carrier's Contact Centre employees of the opportunity to service Subscribers according to the Laws of the Republic of Uzbekistan and the Carrier's Procedures.

10) The Carrier may have other rights provided for by the Laws of the Republic of Uzbekistan and this Agreement.

4. Rights and obligations of the Subscriber

4.1. The Subscriber shall:

1) use only certified and registered Subscriber Equipment according to the available Manual considering special instructions and regulations applicable in a particular area (airport, aircraft, etc.), as well as restrictions in cases of possible interference or dangerous situation (medical centres, service stations, fuel storage and reloading areas, blasting sites, etc.);

2) pay a fee for the Carrier's Services in full and within the period specified herein;

3) provide the Carrier with accurate data on bank details, actual location and legal or registration address, as well as other information used for the purposes hereof. notify the Carrier in writing of any changes to the specified information within 7 (seven) calendar days;

4) not use the Subscriber Number, including unique identification codes, for lotteries, voting, contests, quizzes, advertising, surveys, mass mailings, installation of gateways (or devices) to access fixed communication network, Internet telephony and other activities that disrupt the performance of communication equipment and devices and damage the Carrier, as well as to make profit while breaching the Laws of the Republic of Uzbekistan;

5) immediately report the loss of the SIM/eSIM card or the Subscriber Equipment;

6) not provide the SIM / eSIM-card to third parties to remove information therefrom, copy information, make duplicates of the SIM / eSIM-card, and other similar actions, as well as ensure that third parties cannot have temporary access to the SIM / eSIM-card, which may result in illegal actions specified in this clause;

7) comply with the Laws of the Republic of Uzbekistan in case of purchase from the Carrier of the Subscriber Equipment that requires special permission of the radio frequency authority of the Republic of Uzbekistan, as well as comply with this Agreement, instructions, and rules established by the Carrier for any services provided hereunder.

8) comply with the Directions for Use of the provided services, which are published on the Carrier's official website at www.beeline.uz and accept all amendments to be made thereto.

9) not permit or commit actions that qualify as fraud.

4.2. The Subscriber shall be entitled to:

1) use the Network for making telephone calls, transmitting information by technical methods authorized by the Carrier in the Network according to the specifications and standards of the Republic of Uzbekistan and provisions hereof;

2) demand necessary and reliable information about the Carrier and its authorized offices, their working hours, and the Communication Services provided by the Carrier;

3) timely and quality service by the Carrier according to the specifications and standards of the Republic of Uzbekistan and this Agreement;

4) change the settlement procedure, Tariff Plan, set of provided Communication Services according to the procedure established by the Carrier;

5) connect its Subscriber Equipment to the Network under the conditions and in the manner set by the Laws of the Republic of Uzbekistan and this Agreement;

6) refuse the Carrier's Communication Services in case the Carrier breaches this Agreement, and unilaterally terminate the Agreement with the Carrier by notifying the Carrier in writing at least 5 business days prior to the expected date of termination. In this case, the Subscriber shall reimburse the Carrier for the arrears in payment for Communication Services;

7) apply to the authorized state bodies or the court in case of breaching of his/ her rights;

8) use communication services free of charge when calling emergency services using single numbers in the Republic of Uzbekistan.

5. Tariffs for Services provided by the Carrier

5.1. The Carrier shall set the tariffs for all Services independently and shall register them in the form of price lists attached hereto.

5.2. Tariffs for the Services shall be set in the national currency of the Republic of Uzbekistan or in conventional units determined by the Carrier according to the Laws of the Republic of Uzbekistan.

5.3. The Billing Unit for a particular Service and the billing procedure shall be set out in the Carrier's tariffs. The Carrier shall be entitled to independently set the size of the Billing Unit and the procedure for the calculation of an incomplete billing unit.

5.4. The Subscriber Equipment whose response tone is equal to the called party's answer includes:

1) modem or fax machine automatically receiving information;

2) any Subscriber Device equipped with an answer-back unit;

3) Subscriber Equipment with automatic number identifier;

4) another subscriber device that provides (or simulates) the exchange of information in the absence of the called party.

5.5. Due to the specifics of mutual settlements with telecommunication carriers and third parties involved in the provision of Services, as well as due to the specifications of the Carrier's equipment, the cost of certain Services may be included in invoices issued by the Carrier for subsequent reporting periods.

6. Settlements with the Subscriber for the Services rendered

6.1. The Carrier shall settle accounts with the Subscriber for the Services rendered and sales of the Subscriber's Equipment. The Carrier may engage third parties to carry out settlements.

6.2. Services shall be paid according to the tariffs in force at the time of provision of Communication Services.

6.3. All payments for the rendered Services shall be made in the national currency of the Republic of Uzbekistan. The cost of communication services includes value added tax.

6.4. Invoices for the Services rendered to the Subscriber shall be issued via the electronic invoice exchange service. The Subscriber's failure to receive an invoice shall not release him/her from the obligation to pay for the Communication Services.

6.4.1. Settlements for the Services in roaming are made as soon as the Company receives information about the Services provided from roaming partner carriers.

6.4.2. Roaming Services specialities:

1) By connecting the Roaming Services, the Subscriber confirms his/her agreement with their terms and conditions, willingness to receive notifications about the relevant terms and conditions, and obligation to pay for the Service according to the tariffs set by the Carrier. All information about the Services is available on the Carrier's website, at sales and service offices, and can also be obtained through the call center.

2) Services are billed with a delay of up to 30 (thirty) days. This is due to the fact that the calculation of the cost of Roaming Services depends on the receipt of information from roaming partners and is based on

actual usage of services. Incoming and outgoing calls, sending short text messages (SMS), Internet access, and other services shall be paid according to their conditions and rates.

3) Roaming Services shall be disabled based on a written request from the Subscriber.

6.5. Credit settlement system

6.5.1. After signing hereof, the Subscriber shall be issued an initial invoice with payments for the entire list of numbers and the scope of Services selected by the Subscriber upon conclusion of the Agreement according to the Carrier's valid Tariffs. The Subscriber shall pay the invoice within 7 (seven) calendar days after its issuance.

The Carrier shall be entitled to commence the Services immediately after entering into the Agreement. However, the Carrier also reserves the right to suspend the Services until the Subscriber has paid the invoice in full.

6.5.2. To ensure fulfillment of obligations hereunder, the Subscriber shall pay a guarantee fee according to the selected list of numbers and Services to receive international communication and Roaming Services. The Carrier does not charge or pay interest on the guarantee deposit.

6.5.3. The Carrier shall issue monthly invoices to the Subscriber for the Services provided according to the Carrier's current tariffs. The Subscriber shall pay each invoice within 15 (fifteen) calendar days from the date of issue.

6.5.4. The Subscriber's failure or refusal to receive an invoice shall not release the Subscriber from timely payment for the Communication Services.

6.5.5. The date of payment shall be the date of receipt of funds to the Carrier's settlement account or the date of cash deposit to the Carrier's cash desk.

6.5.6. If the full amount specified in the invoice issued to the Subscriber is not received within 15 (fifteen) calendar days from the date of the invoice, the Carrier shall be entitled to suspend the provision of the Communication Services to the Subscriber. During the period when the Carrier temporarily suspends the Communication Services, the subscription fee shall be charged according to the Carrier's current tariffs until the date of disconnection of the Subscriber's number from the Network.

6.5.7. If the amounts specified in the invoices issued to the Subscriber are not credited to the Carrier's settlement account within 15 (fifteen) calendar days, the Carrier shall be entitled to charge the Subscriber a penalty amounted to 0.2 (two-tenths) per cent of the outstanding amount for each day of delay.

6.5.8. The Carrier shall be entitled to set the proposed number of provided services for the Subscriber - Credit Limit. The Credit limit does not include Subscription fees and additional services set out by the Carrier, including Roaming Services. If the Subscriber exceeds the credit limit, the Subscriber shall make an interim advance payment in the amount of the provided Communication Services. The Carrier shall be entitled to restrict the Communication Services until the Subscriber makes an advance payment or pays the invoice.

6.5.9. The Carrier may use the guarantee fees paid for the international communication and roaming services in case of the Subscriber's indebtedness under the unfulfilled obligations hereunder.

6.5.10. If the Subscriber fails to pay the invoice, the Carrier shall be entitled to recover the outstanding obligations and losses from the Subscriber as stipulated by the Laws.

6.5.11. The Carrier shall be entitled not to terminate the communication services and to provide for a certain period the opportunity to use communication services, even if the amount drops below zero on the electronic account. The Subscriber's failure to make Transactions within 90 (ninety) consecutive calendar days from the date of the last Transaction shall be a unilateral refusal by the Subscriber to fulfill the Agreement.

6.5.12. If the conditional amount on the electronic account is not exhausted and there has been no Transaction for 90 (ninety) consecutive calendar days, the Carrier shall be entitled to debit the Subscriber's electronic account for servicing the Subscriber Number.

6.5.13. The reporting period for the parties' settlements shall be one calendar month (the first day of the month is the beginning of the reporting period, the last day of the month is the end of the reporting period), unless otherwise stipulated by the Agreement.

7. Responsibility of the Parties

7.1. The Carrier shall not assume any obligations to compensate the Subscriber's losses, including loss of profit, resulting from interruption of the Communication Services or deterioration of the quality of the Communication Services. The Carrier's liability to the Subscriber for non-fulfillment or improper fulfillment of contractual obligations shall be limited to the penalty, which shall be determined by the Laws of the Republic of Uzbekistan.

7.2. Shortcomings of the rendered Service shall be eliminated within the period established by the Laws of the Republic of Uzbekistan.

7.3. In case of failure to fulfill or improper fulfillment of his/her obligations hereunder, the Subscriber shall be liable to the Carrier and shall compensate the Carrier in full for losses, as well as damage caused to the Carrier's property.

7.4. In order to minimize possible losses, the Carrier shall be entitled to suspend Communication Services if the Subscriber's actions cause or may cause damage to the Carrier.

7.5. If the Subscriber's SIM/ eSIM card is lost, stolen, or otherwise unavailable, the Subscriber shall pay for the provided Communication Services until the Carrier receives a written request from the Subscriber to terminate the service of this Subscriber Number.

7.6. The use of the SIM/ eSIM card by third parties does not release the Subscriber from the responsibility for fulfilling obligations hereunder.

7.7. The Subscriber shall bear administrative and criminal liability according to the Laws of the Republic of Uzbekistan for:

1) illegal (unauthorized) access to telecommunications networks to use it and send international traffic bypassing the adopted protection systems, as well as to store and create conditions for the special software or hardware designed for these purposes;

2) developing special software or hardware to obtain illegal (unauthorized) access to a protected computer system, as well as to telecommunication networks for the purpose of their sale or sale and distribution;

3) transferring SIM/ eSIM card to third parties for the purposes specified in this clause hereof.

7.8. The Carrier shall not be liable for deterioration of communication quality or its termination if such deterioration or termination resulted from natural conditions of radio waves propagation and overlapping, Subscriber's location near or inside buildings, tunnels, basements, and other underground structures; local peculiarities of relief and construction; meteorological conditions and other reasons, which the Carrier is unable to influence or foresee.

7.9. The Carrier shall not be liable for unavailability, inadequate quality of certain Communication Services, failures in information transmission in cases when such were caused by inadequate quality of local and international communication channels and/switched connections provided by third parties, as well as for the quality of equipment of carriers of local wire telephone lines, equipment of carriers of international and long-distance communication, which is beyond the competence of the Carrier.

7.10. The Carrier shall not be liable for non-provision or untimely provision, content, and quality of content sent via the Carrier's network by third parties based on the Subscriber's order.

7.11. The Carrier shall be liable to the Subscriber for non-fulfillment or improper fulfillment of contractual obligations, declared quality of communication services, breaching of conditions of their provision and terms for the elimination of deficiencies, unreliable information about the Carrier's services in the form and in the amount set forth by the Laws of the Republic of Uzbekistan and this Agreement.

8. Procedure for consideration of Subscriber's claims to the Carrier

8.1. If the Subscriber fails to fulfil or improperly fulfils his/her obligations to provide Communication Services, the Subscriber shall submit a claim to the Carrier.

8.2. The claim shall be submitted in writing and shall be registered according to the Carrier's procedure.

8.3. Claims regarding the quality of the Subscriber's equipment purchased by the Subscriber from the Carrier shall be submitted within the period specified in the Price List (Appendix No. 1 hereto).

8.4. Claims regarding non-provision, untimely, or poor-quality provision of Communication Services shall be accepted within 6 (six) months from the date of provision of such service.

8.5. Claims regarding invoice received from the Carrier shall be submitted within 30 (thirty) calendar days from the date of the invoice; upon expiry of the said period, the Subscriber shall pay the invoice unconditionally and in full.

8.6. The Carrier shall provide written responses to the claims within 15 (fifteen) calendar days from the date of registration of the claim.

8.7. In case of disputes arising from the use of communication services by third parties through unauthorized access to the Network, there shall be an appropriate technical investigation to determine the affiliation of the completed telephone conversations.

9. Force Majeure

9.1. For the purposes hereof, Force Majeure means any event which the Party claiming Force Majeure is unable to prevent, overcome or limit, despite all reasonable efforts, including but not limited to war, riots, strikes, governmental decisions, embargoes, fires, explosions, floods or other natural disasters, without regard to whether the event occurs within or outside the Republic of Uzbekistan; provided, however, that the absence or shortage of funds does not constitute a Force Majeure event.

9.2. In case of any Force Majeure, the Party whose performance of any obligation (other than an obligation to make a monetary payment) hereunder is affected by such Force Majeure ('Affected Party') shall promptly notify the other Party in writing of the existence of the Force Majeure ('Notification of Force Majeure'), take all necessary measures to mitigate loss and damage to the other Party and restore the Affected Party's ability to perform its obligations hereunder. A Notification of Force Majeure (a) shall specify the Force Majeure, (b) reasonably describe its effect on the Affected Party's ability to perform its obligations, and (c) describe the measures taken by that Party to mitigate loss or damage to the other Party and to restore the Affected Party's ability to perform its obligations hereunder.

Failure to notify or untimely notification of the extraordinary circumstances shall deprive the Party concerned of the right to invoke any of them as grounds for exempting it from liability for failure to fulfil its contractual obligations.

9.3. If, due to Force Majeure, either Party is delayed in performing its obligations hereunder, the period of such delay shall not be included in the calculation of the time provided for in this Agreement, and such Party shall be excused for late performance of its obligations hereunder to the extent of the failure due to Force Majeure, provided, however, that if either Party is unable to perform any of its obligations for a period of sixty (60) calendar days due to Force Majeure after sending a Notification of Force Majeure, the Parties shall immediately negotiate to determine the consequences of such Force Majeure and, depending on the circumstances, take appropriate measures. If the Parties fail to agree on mutually acceptable measures within ninety (90) calendar days from the Date of Notification of Force Majeure, either Party may terminate this Agreement.

10. Validity of the Agreement and its termination

10.1. This Agreement shall come into force from the date of its signing by the Parties and shall remain in force until one of the Parties expresses a wish to terminate it.

10.1.1 For a separate category of Subscribers paying through the Treasury of the Ministry of Finance of the Republic of Uzbekistan, a separate contract shall be concluded with the period required by the Laws and being an integral part of this Subscription Agreement.

10.2. Upon termination of the Agreement, the fee for connecting the SIM/ eSIM card to the Network, as well as the cost of the SIM / eSIM card, is not refunded to the Subscriber. The Carrier shall not redeem the Subscriber's Equipment owned by the Subscriber. The Carrier shall not reimburse the service fee for selecting a vanity (golden) number, as well as for activating other services.

10.3. The Subscriber may unilaterally terminate the Agreement with the Carrier by notifying the Carrier in writing at least 5 (five) business days prior to the expected date of termination.

10.4. The Carrier may terminate the Agreement unilaterally in the following cases:

- 1) frustration (due to force majeure, lack of infrastructure, etc.);
- 2) regulation of state authority, which causes the impossibility of performance of obligations, in particular, revocation, suspension, cancellation of the Carrier's license in the manner required by the Laws;
- 3) Subscriber's breaching of business practice in the telecommunication area when using the Communication Services provided by the Carrier, as well as in case of the Subscriber's violence, including by sending short messages and making phone calls insulting the honour and dignity of the Subscribers/Carrier;
- 4) detection of fraud or attempted fraud by the Subscriber;
- 5) termination of Services by the Carrier in cases stipulated by clauses 6.5.6, 6.5.11, 6.5.12, 7.7;
- 6) in other cases provided for herein and by the Laws of the Republic of Uzbekistan.

10.5. If, upon termination of the Agreement, the Subscriber's account has unused funds, the Carrier shall return them to the Subscriber in the national currency of the Republic of Uzbekistan according to a reconciliation act signed by both parties.

10.6. If the Subscriber changes as a party hereto (including inheritance, receiving an activated SIM/eSIM card as a gift), the Agreement with the former Subscriber shall be terminated. The new Agreement for communication services shall be concluded with the new Subscriber. In this case, the Carrier shall be entitled to demand a fee for renewal of the Subscriber database (according to the current tariff plan) and reimbursement of the debt of the former Subscriber.

11. Personal data processing

11.1. Acceptance of this Offer means:

(i) if the Subscriber is an individual, the Subscriber's full and unconditional consent to the Personal Data Processing and Protection Policy, as well as (ii) the provision of explicit, voluntary, and informed consent to the processing of their personal data for the purposes provided for by the Laws of the Republic of Uzbekistan, the Personal Data Processing and Protection Policy, and this Offer;

(ii) if the Subscriber is a legal entity, confirmation that all personal data provided by it (including data of its representatives, employees, contact persons, and/or users of the Services) is transferred to the Carrier on legal grounds and in compliance with the Laws of the Republic of Uzbekistan. The Subscriber guarantees that the persons specified in this clause have consented to the processing of their personal data by the Carrier subject to the Personal Data Processing and Protection Policy for the purposes provided for by the Laws of the Republic of Uzbekistan, the Personal Data Processing and Protection Policy, and this Offer.

11.2. Processing and protection of data when providing the SIM card location determination service:

11.2.1. The Parties confirm that the SIM card location determination service is provided exclusively in relation to SIM cards belonging to the Subscriber and registered in the Subscriber's name under the telecommunications services agreement.

11.2.2. The Subscriber is recognized as a personal data operator with respect to the information received on the location of the SIM cards and bears full responsibility for compliance with the requirements of the Law of the Republic of Uzbekistan "On Personal Data" № LRU-547 dated 2 July 2019.

11.2.3. In cases where the SIM cards are used:

– in mobile devices provided to employees or other individuals for the performance of their official duties, the Subscriber must, prior to the start of using the service, ensure that such individuals provide written consent to the processing and transfer by the Operator of the location data of the respective SIM cards to the Subscriber.

– in automated devices (including IoT, M2M, sensors, controllers, and other systems not intended for direct human use), the location information of such devices is not considered personal data within the meaning of Law № LRU-547 and is processed in accordance with telecommunications legislation and commercial secrecy regulations.

11.2.4. The Operator provides the service solely to the extent and for the period necessary for its provision and does not disclose location information to third parties, except in cases expressly provided for by the legislation of the Republic of Uzbekistan.

11.2.5. The Subscriber releases the Operator from liability for the processing of personal data carried out by the Subscriber after receiving the SIM card location data and guarantees that such processing will be performed in accordance with applicable legislation.

11.2.6. In the event the Subscriber fails to fulfil the obligations stipulated in Clause 11.2.3 of this section, the Operator is entitled to suspend the provision of the service until the violation is remedied.

12. Miscellaneous

12.1. The parties shall resolve all disputes and disagreements related to the Services according to the current Laws of the Republic of Uzbekistan. Disagreements on which the Parties fail to agree shall be considered in the Tashkent Inter-District Economic Court of the Republic of Uzbekistan.

12.2. The Subscriber is provided with the opportunity to receive subscriber correspondence via telephone and electronic channels. By providing an e-mail address, fax number, the Subscriber confirms his/her consent to correspondence transmission via public communication channels (Internet, fax).

12.3. The Carrier's relations with the Subscriber arising from the Communication Services shall be made in Uzbek and Russian languages, including the exchange of short text messages.

12.4. The Carrier shall set the specifications qualifying the quality of data transmission (including the bandwidth of the communication line in the data transmission network, loss of information packets, time delays in the transmission of information packets, reliability of information transmission) in the information and reference materials.

12.5. For some services, the Subscriber shall be informed of the special conditions of use at the time of the start of the communication session. Further actions of the Subscriber to continue the communication session is his/her/its unconditional agreement hereto. In case of disagreement with the terms of service, the Subscriber shall terminate the communication session.

12.6. These Terms and Conditions of the Agreement and all appendices thereto being its integral parts, are drawn up in Russian and translated into Uzbek. In case of a dispute regarding the interpretation of any provisions hereof, the Russian version shall prevail.