

CELLULAR COMMUNICATION SERVICES PUBLIC AGREEMENT

This Public Agreement (hereinafter – the Agreement) regulates relations between the Subscriber and "GSM (Джи Эс Эм) Kazakhstan OAO "Kazakhtelecom" LLP (hereinafter – the Operator) while providing the services of cellular communication under the Kcell/Activ/Vegaline trademarks (hereinafter – the Operator's Services) based on License MTK No. ДС 0000270 of 08.06.1998, issued by the Ministry of Transport and Communications of the Republic of Kazakhstan to "GSM (Джи Эс Эм) Kazakhstan OAO "Kazakhtelecom" LLP (hereinafter – the License) in accordance with the terms and conditions herein defined.

The Subscriber and the Operator hereunder shall be collectively referred to as the “Parties”.

1. General Provisions

1.1. For the purpose thereof the following basic terms shall be used:

- 1) Subscriber – a legal entity or an individual, using the Operator's Services, which has acceded to this Agreement.
- 2) Subscriber Agreement – the Operator's Services Agreement, consisting of this Agreement and the Registration Form.
- 3) Subscriber number – a telephone number, assigned to a Subscriber for use in the conclusion of this Agreement, confirmed by the relevant SIM-card and identifying connection of a Subscriber device to the network of the Operator when it is joined with the other Subscriber devices.
- 4) Subscriber device – a hardware component of communication of a Subscriber, connected to the network of the Operator and allowing receiving or transmitting information to a Subscriber number.
- 5) Activation of the Instant Payment Card – a procedure, based on which the Personal Account of a Subscriber is refilled to the specified on it amount.
- 6) Coverage area of the Operator – a territory, in which the Operator provides Services of the cellular communication network according to the License and technical capabilities.
- 7) Application – an application for changing the List of the Operator's Services, stated by a Subscriber at its discretion, assisted by the Customer Care Service of the Operator (CCIS (Customer Care Internet Service), USSD, SMS), or a written application in the prescribed by the Operator form, filed by a Subscriber with the sales and customer care centers or with the offices of agents of the Operator on presentation of the identity document (for the representatives of legal entities – on presentation of documents in support of powers and identity of the representative).
- 8) Subscribers' Customer Care Internet Service (CCIS) – a system, making a Subscriber available of enhanced capabilities to control and manage its balance and selected by it Operator's Services and intended for providing a friendly mechanism of receipt of statistic data to a Subscriber in respect of the used by the latter Operator's Services and self-management of service applications in the uniform web-application on the Site of the Operator.
- 9) Payment Card – a particular carrier in the form of the plastic card or in other form as defined by the Operator with the pass-code, protective layer, and the specified on it sum/nominal value (in terms of money), to which the Operator's Services may be provided to a Subscriber (to which the Personal Account of a Subscriber may be refilled).
- 10) Personal Account – a document of analytical accounting of the Operator (an e-file in the billing system of the Operator), intended for accounting of receipt and spending of money sums, deposited by a Subscriber in payment for the Operator's Services as well as volume of the Operator's Services rendered.

- 11) Billing period – thirty calendar days on completing of the billing period, within which a Subscriber effects payment for the Operator’s Services rendered.
- 12) Registration Form – an exhibit to this Agreement, bearing information about the Subscriber and details of the Subscriber number and selected by a Subscriber Tariff plan of one of the Kcell/Activ/Vegaline trademarks as of the date of entry into the Agreement.
- 13) Roaming – provision of cellular communication services to a Subscriber of the Operator in the network of another operator of cellular communication based on the roaming agreement made by and between the Operator and other operators of cellular communication. To realize Roaming, it will be required a hardware compatibility between the Subscriber device and the network of another operator of cellular communication.
- 14) Web-site of the Operator - an information resource (source) of the Operator in the Internet at the address:
Kcell - www.kcell.kz
Activ - www.activ.kz
Vegaline - www.kcell.kz/vegaline
- 15) Start Package – a Subscriber number with the initial balance, being preset to a particular Tariff plan (a prepaid package).
- 16) Confidential information about a Subscriber – information about a Subscriber (telephone numbers, identification codes, postal address, address of residing, e-mail addresses, individual identification number (IIN) for individuals and essential details (business identification number, data as regards the Certificate of registration as a value added tax payer) for legal entities), billing data and information on rendered to a Subscriber Operator’s Services.
- 17) Tariff plan – a system of tariff offers with a particular list of Operator’s Services, established by the Operator to Subscribers or a certain group of Subscribers, or inside a particular restricted area.
- 18) Operator’s Services – basic and value added services of cellular communication, provided by the Operator to a Subscriber.
- 19) Accounting period – a calendar month, within which the Operator’s Services and other services were rendered and accounted.
- 20) SIM–карта – a card of identification of a Subscriber – a card of the individual access, constituting a microprocessor module, being a part of the Subscriber device, which enables a Subscriber to have an access to the Operator’s Services.
- 21) USSD (Unstructured Supplementary Services Data in the GSM networks) – a standard service in the network of the Operator, allowing to arrange the interactive communication between a Subscriber and a service application in mode of transmission of instant short messages.
- 22) SMS (short message service) – a technology, allowing to receive and transmit short text messages.

1.2. Terms and conditions hereof shall be established by the Operator at own discretion in accordance with the legislation of the Republic of Kazakhstan in effect and the License, and may be accepted by a Subscriber any otherwise than by acceding to this Agreement on the whole.

1.3. The Agreement shall be concluded by signature of the Registration Form by a Subscriber. The Agreement shall come into effect from signature of the Registration Form and successful activation of the Start Package by a Subscriber. By signing the Registration Form a Subscriber expresses its unconditional consent to terms and conditions of and accession to the Agreement on the whole for rendering the Operator’s Services under the trademark as per the signed Registration Form in accordance with the Tariff plan, selected by a Subscriber.

1.4. The Parties have agreed that it shall be admitted to sign this Agreement by affixing a facsimile signature with the use of instruments of typographic copying, reproduction of close substitute of the handwritten signature of the Operator's authorized representative.

1.5. A Subscriber shall have in a proper manner to fill in, sign and hand over the Registration Form to the Operator.

1.6. Operator's Services shall be provided to a Subscriber in case the latter owns, possesses or use a Subscriber device. A Subscriber device should correspond to the established requirements and be compatible with the Operator's network range.

1.7. The Tariff plan, effective as of the date of rendering of Operator's Services, shall be an integral part thereof.

1.8. Value added services of the Operator and other services, technologically indissolubly related to the basic Operator's Services and aimed at improvement of their consumer value, shall be rendered by the Operator or third parties, possessing the right to render relevant services, and shall be paid for by a Subscriber in a manner as provided in this Agreement, third party agreements and terms and conditions of rendering of and paying for the relevant services.

1.9. Information about value added services (including various promo campaigns of the Operator) shall be placed by the Operator or third parties in the form of a public offer in the Web-site of the Operator or thirds parties or through the customer care services of the Operator (CCIS, USSD, SMS), in ad materials as concerns value added services of the Operator or shall be provided through the information service unit of the Operator. A Subscriber by ordering the value added service of the Operator agrees with the conditions of its provision, rules of tariffing and agrees to be provided with this service and to pay for it.

2. Rights and Responsibilities of the Parties

2.1. The Operator shall:

2.1.1. Provide a Subscriber for use within the period of duration of this Agreement with a Subscriber number and connect a Subscriber device of a Subscriber within the framework hereof.

2.1.2. Provide a Subscriber with basic services in accordance with the selected by a Subscriber Tariff plan:

- connection in the network of the Operator for receiving (transmitting) voice data;
- transmitting of short text messages.

The list of Operator's Services is not exhaustive and may be added by the Operator.

2.1.3. Upon Application provide a Subscriber with value added services. The list and cost of value added services shall be defined by the Operator on its own.

2.1.4. Provide Services to a Subscriber when a Subscriber device is within the Coverage area and in case of availability of money sums on the Personal Account of a Subscriber, being sufficient to render the Operator's Services (upon the prepaid procedure of settlements) or within the Credit limits set to a Subscriber (upon the postpaid procedure of settlements).

2.1.5. Upon Application of a Subscriber, provide an access to roaming services in case of availability of relevant agreements with foreign cellular communication operators. The relations in respect of services of a third-party operator, an access to which is provided to a Subscriber by the Operator, shall arise directly between a Subscriber and a party, providing this service. The Operator shall not be liable for default or inadequate fulfillment of obligations by a third party as regards the service, an access to which is provided by the Operator.

2.1.6. Enter changes into conditions of the Tariff plan as well as into conditions of rendering services to a Subscriber and other changes by notifying a Subscriber to that effect through SMS-messages or placement of relevant information in the information Web-site of the Operator in the Internet, publication of information in mass media materials or based on other available methods.

2.1.7. Should one Subscriber be in possession of several Subscriber Agreements and in case of accrual of debts in respect of even one of them, the Operator may without notification of a

Subscriber to suspend rendering the Operator's Services under other Agreements until the specified debts are covered, and in case of failure to pay off the debts – to indisputably withdraw money sums from balances of a Subscriber under the other agreements in payment for the arose debts considering penalties payment.

2.1.8. Place any information, attending customer support to a Subscriber, as well as information of ad nature in the information resources owned by the Operator.

2.1.9. Automatically open access to Operator's Services to a Subscriber, not being included into the effective list of Operator's Services and being selected by a Subscriber, through prior placement of notification to that effect in the Web-site of the Operator.

2.1.10. Have the right to record incoming calls in a manner as prescribed by legislation of the Republic of Kazakhstan in effect, received by the information service unit of the Operator, as well as to unilaterally limit an access of a Subscriber to the information service unit in case of repeated applying from its Subscriber number to the specialists of the service unit of the Operator upon the issues not relating to business of the Operator and/or in case of violation of ethic norms by a Subscriber;

2.1.11. Have the right to suspend or terminate provision of Operator's Services without the prior notice to a Subscriber when:

- a) no sufficient money sums to render the Operator's Services are available on the Personal Account of a Subscriber (at the postpaid procedure of settlements);
- b) it got about that a Subscriber device or the provided Operator's Services are used by an unauthorized party, in an improper manner or illegally or for crime commitment;
- c) a Subscriber violates the terms and conditions hereof or makes ill-intentioned/false calls to emergency operational services, maliciously make telephone calls to other telephone numbers aiming at conduct of unlawful actions;
- d) it got about that the Operator's Services have been received as a result of theft of the SIM-card, Instant Payment Card, breaking of the identification or other code or a code protection, or other unlawful actions, or as a result of use of the unauthorized SIM-card or the Instant Payment Card;
- e) a notice from a Subscriber is received, stating that a Subscriber device was stolen or lost;
- f) a Subscriber acts in such a manner, which in the opinion of the Operator may cause damage to operation of the cellular communication network of the Operator;
- g) a Subscriber violated the provisions as specified in Articles 2.2.8., 2.2.10 hereof;
- h) for other reasons, being beyond the competence of the Operator, but the effect of which is defined by provisions of legislation of the Republic of Kazakhstan or circumstances of insuperable force.

2.2. A Subscriber shall:

2.2.1. Purchase a Start package set to the selected by the latter Tariff plan.

2.2.2. Have the right to use the network of the Operator for radiotelephone conversations, transfer of information based on methods, admissible by current standards, technical standards in accordance with the terms and conditions of this Agreement and the legislation of the Republic of Kazakhstan in effect.

2.2.3. If such an opportunity is not allowed by the Operator, a Subscriber may substitute the selected by it Tariff plan, order and receive the Operator's Services by a written notice to the Operator or based on another procedure as specified by the Operator: to dial from the keyboard of a Subscriber device the defined by the Operator combinations of codes, passwords etc, send a short text message, use voice or Internet0-services of the Operator or otherwise in confirmation that the instruction has been given by a Subscriber (that equates with the written application of a Subscriber).

2.2.4. A Subscriber undertakes to effect payment in full and within the dates as herein provided for the rendered to a Subscriber Operator's Services. A Subscriber is liable in full for failure to effect payment and/or delay in payment for the Operator's Services rendered.

- 2.2.5. Use a Subscriber device, the operation of which is officially permitted in the territory of the Republic of Kazakhstan, and considering specific instructions and rules, currently applicable in the territory of the Republic of Kazakhstan and other particular territory (airport, aircraft etc.).
- 2.2.6. Provide the Operator with reliable information about a Subscriber (for an individual – full name, identity document details, RNT number, IIN, e-mail address; for a legal entity – details of the certificate of state registration, certificate of registration as a VAT taxpayer, address for invoice delivery, BIN). In the event of changes in the specified details shall provide the Operator with new information in writing within 5 days from such changes entry.
- 2.2.7. Receive in the information service unit of the Operator information on tariffs to the Operator's Services, list and conditions of their rendering, about the Coverage area of the cellular communication network, about the status of the Personal Account of a Subscriber.
- 2.2.8. Mandatory reregister this Agreement to a new Subscriber at resale/transfer of a Subscriber number. In case a Subscriber violates the procedure of such a re-registration, the Operator may suspend rendering the Operator's Services under a Subscriber number.
- 2.2.9. In case of damage, loss, theft of a SIM-card a Subscriber shall have without delay to notify the Operator of the same for its disconnection in the interests of a Subscriber. In doing so, a Subscriber shall pay for the Operator's Services, provided before the Operator has received a notice of loss or theft of the SIM-card.
- 2.2.10. Not use the provided Subscriber number for arrangement and conduct of lotteries, voting, quizzes, advertising and other events, entailing infringement of rights of third parties, operability of equipment and communication devices. A Subscriber may not without the written consent of the Operator use gates, special technical devices/facilities/programs to ensure access to communication services, rendered by other communication operators (including fixed communication services) and the Internet/IP telephony.
- 2.2.11. By entry into this Agreement a Subscriber expresses its consent to opportunity of receiving the ad information through the network of the Operator for the purposes and in case when a necessity of such consent is provided by legislation of the Republic of Kazakhstan in effect. A Subscriber may express its refusal of opportunity of receiving the ad information distributed through the network of the Operator by sending a relevant writing notice.

3. General Conditions of Provision of Operator's Services

- 3.1. The Operator's Services shall be provided to a Subscriber in accordance with the procedure of settlements, defined by the Operator.
- 3.2. Information on availability of money sums on the Personal Account of a Subscriber may be received by the latter with the help of its Subscriber device through the USSD-request, by making calls to the numbers of the information service unit of the Operator or otherwise as specified by the Operator.
- 3.3. If money sums on the Personal Account of a Subscriber are completely spent and/or no payment is effected in time and/or completely, the Operator through the SMS service or otherwise as provided by the latter shall have the right to notify a Subscriber of the necessity to effect a prepayment/settle an account.
- 3.4. In case of failure to effect payment/delay in payment by a Subscriber for the Operator's Services (failure to effect a prepayment and/or to settle an account) the Operator shall reserve the right to unilaterally suspend rendering of Operator's Services to a Subscriber by its disconnection from the network of the Operator (outgoing and incoming traffic) irrespective of the fact of the notice receipt.
- 3.5. The Operator may limit the scope of rendered Operator's Services and/or completely suspend provision of the access to the network to a Subscriber if the money balance on the Personal Account of a Subscriber is insufficient for rendering the Operator's Services.
- 3.6. A repeated connection of a Subscriber to the network of the Operator will take place following entry of money sums to the Personal Account of a Subscriber.

3.7. The Operator may unilaterally change the tariffs (the Tariff plan) and the procedure of payment for the Services.

3.8. When the Roaming services are used both the outgoing and incoming traffic is subject to be paid for, including in the event of re-addressing as evidenced in the tariffs of the Operator. In this case the estimates of the cost of services rendered in Roaming shall be performed as and when information is received from the roaming partners. Payment for these services shall be effected by a Subscriber in accordance with the selected way of payment hereunder.

4. Cost of Operator's Services and Payment Procedure

4.1. The cost of the Operator's Services shall be defined based on the selected by a Subscriber Tariff plan.

4.2. Payment for the Operator's Services shall be effected by a Subscriber to the following bank address and account number of the Operator: RNT 600700171535, BIN 980540002879, SWIFT KZKOKZKX, IBAN KZ539261802102350000 with JSC Kazkommertsbank.

4.3. Payment for the Operator's Services shall be effected by a Subscriber in accordance with the selected method of payment (by cash, by transfer) or through the activation of the Instant Payment Cards of various face value.

4.4. Payment for the Operator's Services shall be effected by a Subscriber in accordance with the selected method of payment, having applied a prepayment method (entry of money sums to the Personal Account of a Subscriber, being sufficient to render the Operator's Services).

4.5. In case of applying the postpaid method of settlements payment for the Operator's Services shall be effected by a Subscriber within at the latest thirty (30) calendar days following the completion of the Billing period except as otherwise provided by the Operator.

5. Liability of the Parties

5.1. The Operator shall not be liable for potential losses of a Subscriber connected with casualty, indirect loss, including without limitation damage connected with the loss of profits by a Subscriber, business activity interruption and other material losses, arising in the course of use of Operator's Services (lost benefit).

5.2. The Operator shall not be liable for failure in operation of the network of the Operator as well as for other default or improper fulfillment of terms and conditions of this Agreement, resulted from the reasons being beyond the control of the Operator, including circumstances of insuperable force (force majeure).

5.3. The Operator shall not be liable for expenses of a Subscriber, connected with the wrong dialing of telephone numbers, should the faults be registered by technical support services of the Operator, as well as for the faults of a Subscriber at loading the Instant Payment Card.

5.4. The Operator shall not be liable for potential worsening of the Operator's Services, resulting from the use by a Subscriber of damaged or improper Subscriber devices.

5.5. The Operator shall not be liable for:

- 1) the quality of services of other operators as well as in case of joint provision of the Operator's Services together with the services, provided by other companies;
- 2) failure to provide or delay in provision, content and quality of services of content-providers, rendered through the network of the Operator;
- 3) distribution of whatsoever information and any damage, caused by a Subscriber to third parties through the Operator's Services;
- 4) potential undesirable for a Subscriber consequences, arose as a result of consultation support rendered to a Subscriber by telephone;
- 5) inconsistency of information provided at the request of a Subscriber with the individual expectations of a Subscriber and its subjective appraisal.

5.6. In case of delay in payment for the Operator's Services, which may result in debts originating at a Subscriber in front of the Operator, the latter may levy a fine against a Subscriber in the amount of 0.5% of the outstanding amount per each day in arrears.

5.7. A Subscriber shall be completely liable in case of use of the SIM-card and Operator's Services under the Agreement with third parties, including the cases of loss or theft of the SIM-card and untimely applying to the Operator with the request to suspend the Operator's Services.

6. Duration, Procedure of Cancellation and Alteration of the Agreement

6.1. This Agreement shall come into effect from its signature by the Parties and remain in force until termination in accordance with the legislation of the Republic of Kazakhstan and the Agreement.

6.2. A Subscriber may cancel the Agreement in a unilateral manner. In doing so, a Subscriber shall pay to the Operator for the cost of the Operator's Services rendered, including for the then found payment arrears as relates to payment for Roaming Services, paid inquiries etc.

6.3. The Agreement may be cancelled by the Operator in a unilateral manner should a Subscriber violate the terms and conditions provided by this Agreement and the legislation of the Republic of Kazakhstan in effect, including cases of submission of doubtful information about a Subscriber by the latter.

6.4. Should this Agreement be cancelled/terminated, the return of money balance to a Subscriber from its Personal Account shall be effected within thirty (30) calendar days from filing of the Subscriber's application for such a refund.

6.5. Should this Agreement be cancelled for any reasons, a Subscriber device, owned by a Subscriber, shall not be bought by the Operator, the cost of a Subscriber device, the cost of the SIM-card of a Subscriber, the cost of purchased and not being activated Instant Payment Cards shall not be refunded to a Subscriber. Bonuses and discounts, offered by the Operator to a Subscriber within the framework of any campaigns (including promotions) shall not be paid for in money equivalent.

6.6. The Operator may amend and/or add this Agreement by placement in the Web-site of the Operator and/or publishing in mass communication media (Mass media) the Agreement redraft. Such amendments and additions shall be deemed accepted by a Subscriber, if on expiry of thirty (30) calendar days from publishing a Subscriber fails to file an application in writing for recession from the Agreement.

7. Miscellaneous

7.1. The Operator shall maintain the e-account of data, bearing information, constituting Confidential information about a Subscriber. A Subscriber does hereby give its consent and have no objections to the right of the Operator to use the received Confidential information about a Subscriber at its own discretion within the framework of its activity, including the right to transfer information to the authorized agencies without obtaining of the additional permission from a Subscriber.

7.2. Actions of a Subscriber, performed using the systems of the access code and other individual passwords to be connected to or disconnected from the Operator's Services through USSD, CCIS etc., shall be equated to actions, performed by a Subscriber personally and/or based on the written application of a Subscriber.

7.3. The provided Operator's Services by virtue of natural surroundings of radio waves propagation may get worse, be interrupted or attended by interferences near the buildings, in tunnels, basements and other underground constructions due to local peculiarities of the relief and development, meteorological conditions and other reasons.

7.4. The provided Operator's Services by virtue of constructional features of the network depend on the quality of the equipment of operators of local wire communications lines, equipment of operators of international and intercity communication, being beyond the competence of the Operator.

7.5. All disputes and disagreements, which may arise between the Parties, shall be resolved through negotiations. Should it be impossible to solve disputes and disagreements peaceably, they shall be regulated in a judicial proceeding in accordance with the legislation of the Republic of Kazakhstan in effect; moreover, disputes, arising out of this Agreement shall be subject to consideration in the court at the place of location of the Operator.

7.6. To the extent not regulated by this Agreement the Parties shall be governed by legislation of the Republic of Kazakhstan in effect.

7.7. Should any of the provisions hereof become now or in future illegal, invalid or inapplicable, whether on the whole or in part, this provision shall not affect as the legality, validity and applicability of any other provisions, whether on the whole or in part, as the whole of this Agreement in its entirety.