

Conditions for Humans Communication Services

1. General Provisions. Terms and Definitions

1.1. These Communication Services Conditions (hereinafter referred to as the Conditions) shall apply when Humans Limited Liability Company (address: 100047, 2 B bld., Makhtumkuli str., Tashkent, Republic of Uzbekistan; Taxpayer Number (INN) 306624856; phone: 1234) (hereinafter referred to as the Provider) renders services to the Subscribers (Clients) who have signed the Application for Humans Communication Services.

1.2. The Conditions include the terms adopted in the Law of the Republic of Uzbekistan, as well as the following ones:

Contract means these Conditions integrating the Application for Communication Services (**Application**), Tariffs, the Provider's Personal Data Processing Policy, information and documents specified in the Conditions, agreements, statements and other documents concluded between the Provider and the Client.

Additional Services means services that are technologically and inseparably associated with the Communication Services and focused on the increase in their consumer value.

Contact Center (CC) means the service for the Clients information inquiry support that assists Clients on such matter as Services provision and management.

Personal Account means analytical accounting register in the Provider's automated settlement system, which displays the information on the crediting of funds for the Services under the Contract, their debiting, and available balance.

SIM-Card first registration means the insertion of a SIM-card into subscriber's (user's) device and its activation for getting access to the Provider's Services.

Billing Period means period of Services specified in the Tariff, unless otherwise specified by the Provider in other rules (promotion conditions, etc.).

Website means the Provider's official Website www.humans.uz.

Means of Identification (IDs) means SIM card, Subscriber's number, contract number specified in the Application, e-mail, Humans bank card number and other information assigned by the Provider to the Client, which can help the Provider make the Client's identification. The ID is used to conclude the Contract, when changing the list and conditions of Services rendered to the Client, during the information inquiry support, to pay for Services, and in other cases stipulated by the Provider when rendering certain Services. All operations involving IDs are considered to be performed by the Client personally. At the same time, the Client is considered to have passed the identification.

Means of Remote Interaction means Humans mobile application for Subscriber's devices (the **App**), as well as a set of USSD-commands sent via the Subscriber's device to ensure the management of Personal Account and the list of Services, the amendment of the Contract and the interaction with the Provider by the Client. Information on how to install the App is available on the Website. All operations in the App involving the IDs are considered made by the Client personally.

Tariff means a set of price conditions which the Provider offers the Client to use its Services, including tariff packages. Tariffs, the rules for Tariffs activation and change are published on the Website.

Sales and Services Points (SSPs) means special offices opened for the Client services. Addresses of the SSPs are available on the Website.

Voice Communication Services means the option used to receive and transmit voice information as a part of mobile services, short text messages via the mobile network (SMS), as well as to make calls to local telephone numbers, including to other regions (national long-distance calls) and other countries (international telecommunication). The Provider assigns a subscriber number to the Client for the purpose of Voice Communication Services.

Data Transmission Services means data transmission network services, including access to the Internet (Internet Access Services) with packet switching through communication channels, dedicated connection, etc.

Communication Services means jointly referred to as the Voice Communication Services and Data Transmission Services rendered by the Provider under the licenses published on the Website.

Services means Communication and Additional Services jointly referred.

SIM Card means a unique ID issued by the Provider to the Client used to ensure identification of the Client and its subscriber device, access to the Provider's Services.

SMS means short text message. The delivery of the SMS generated and sent by the Client to the Provider's SMS center is considered the fact of SMS sending service rendering.

2. Subject of the Contract

2.1. The Provider shall render the Services to the Clients requested by them according to the selected Tariffs, and the Clients shall pay for the Services. After the conclusion of the Contract, the Client shall receive Services under the conditions of the Base Tariff published on the Website. In the future, the Client may change the Tariff in the App, or by contacting the CC or SSPs or courier.

2.2. Several subscriber numbers of the Client may be serviced under one Contract.

2.3. The Client shall have a Subscriber's Device and a SIM card to receive the Services. The Client shall independently perform **SIM-Card first registration**, purchase, and protect the subscriber's device from malicious software, network attack, and spam.

2.4. Access to the Provider's communication network shall be provided from September 15, 2020 within 48 hours after SIM-card Activation, if it is technically possible.

3. Conclusion of the Contract

3.1. The Clients shall enter into the Contract by accepting its conditions in full.

3.2. Unless otherwise determined by the Provider or by the agreement of the parties, the Client shall conclude the Contract through the signing of the Application for the activation of Humans

Communication Services, including by forming a graphic image of its signature using software and hardware for Client's servicing.

3.4. The date of the conclusion of the Contract shall be the date of Application signing. The place of the conclusion shall be the Provider's address specified herein. The term shall be indefinite during the term of the Provider's licence, unless otherwise specified by the parties.

4. Description of the Communication Services

4.1. Mobile Internet Services shall be rendered at the speed specified in the Tariff. If no speed limit is specified, then the highest possible speed will be used under current conditions. Mobile Internet Services shall be rendered based on the intensity of use of network resources and simultaneously transmitted traffic. The Provider shall not guarantee uninterrupted access to the Mobile Internet Services and the connection to the Internet at the highest possible speed.

In case of technical failure when rendering Services, the Provider shall eliminate these failures within 20 (twenty) calendar days from the date of the Client's request, unless another period is caused by external circumstances.

4.2. The main type of subscriber device is a smartphone and tablet, unless otherwise specified in the Application. Certain Services may be rendered to the Client subject to the compliance of the subscriber device with the special technical requirements necessary to use such Services. The Services in the networks of other operators depend on the capabilities of such operators.

4.3. Due to the natural conditions of signaling, the Communication Services can deteriorate, be interrupted or interfered near buildings, in tunnels, basements, and other underground structures, because of local features of the relief and housing development, meteorological conditions and other reasons, including the software installed by the Client on the subscriber device and other parameters of the subscriber device. These circumstances do not constitute interruptions in Communication Services and shall not be the subject to any compensation by the Provider.

4.4. When accepting the Conditions, the Client confirms that he/ she received full information on technical parameters of the Provider's communication network as related to its quality, reliability, content of the Services rendered, the procedure of Services use, and agrees with the conditions of Services specified. The Provider shall not be liable for the failure to render or the improper rendering of the Services in cases caused by force majeure or through the fault of the Client. In particular, if it resulted from the use of an unsuitable, illegally modified, faulty subscriber device or combination of the Services with the ones of the third parties.

5. Rights and obligations of the Client and the Provider

5.1. The Provider shall:

5.1.1. Render adequate Services and eliminate technical failures that prevent the use of the Services in a timely manner.

5.1.2. Resume the Services after the Client's elimination of breaches being the basis for the suspension of the Services.

5.2. The Provider shall be entitled to:

5.2.1. Suspend the Services if the Client breaches the Law of the Republic of Uzbekistan, the Contract, including breaching of obligations to pay for the Services, the conditions of offers for Additional Services, Client's causing harm to other subscribers, third parties using the Services, detection of non-submission or improper submission of identification data by the Client. In case the breaching is not eliminated within 30 days, as well as in case of repeated breaching, Provider has the right to terminate the Contract, which will notify the Customer by sending an SMS-message.

5.2.2. Limit traffic bandwidth for services using the Provider's network resources to access to peer-to-peer file-sharing networks (including file distribution technology BitTorrent), access to streaming media resources (including audio and video streaming), if these services significantly increase the volume of traffic and reduce traffic bandwidth for other services.

5.2.3. Transit from advance payment to a credit form of settlement as provided by the Tariffs.

5.2.4. Pay 0.1% penalty for every day of delay in troubleshooting of total charges for Communication Services rendered within the Provider's network for the last 30 (thirty) days before the date of delay, in case of failure to eliminate malfunctions preventing the use of Communication Services within the established time upon the Client's request.

5.3. The Client shall:

5.3.1. Not transfer a SIM card and other IDs, subscriber device, other information proving the access to the Services and Means of Remote Interaction to the third parties. The Client shall bear the risk associated with the possible use of the above information and equipment by third parties.

5.3.2. Not impose an unreasonably high load on the equipment of the Provider, other subscribers, third parties.

5.3.3. Immediately inform the Provider in case of SIM card loss by contacting the CC or applying to the Provider in writing. In this case, the Client shall pay for the Services rendered by the Provider and received via the lost SIM card, until the Provider receives information on the loss.

5.3.4. Confirm the relevance of the information on the Client provided when signing the Contract, and in case of its change inform the Provider hereon within 30 (thirty) days from the date of the changes, at the Provider's request.

5.3.5. Due to technical peculiarities, to manage the Services, the Customer must install the Application on his subscriber device. Provider is not responsible for negative consequences for the Customer in case of noninstallation of the Application by the Customer.

5.4. The Client shall be entitled to:

5.4.1. Change the set of Services rendered by contacting the CC or SSPs using the Means of Remote Interaction and in other ways provided by the Provider.

5.4.2. Transfer the rights and obligations under the Contract to the third party only with the prior written consent of the Provider.

5.4.3. Send the Provider a request to return the funds paid in advance for the Services to the Client's bank account (bank card), both in whole and partially, in cases when of using the Provider's

Additional Services, when the offer for Additional Services provides thereof. The procedure for such requests shall be determined by the Provider's offer for Additional Services.

5.5. When signing the Contract, the Client agrees to receive mailings and advertising of goods, works, services of the Provider and third parties, when using the Services, to use information on the Client in order to promote the goods and services of the Provider and third parties, including through direct contacts with the Client by means of communication, as well as to receive adverts and mailings to subscriber numbers and e-mails specified by the Client when concluding (executing) the Contract for its entire period. The Client may refuse the above actions by submitting written notification to the Provider in SSPs or CC.

5.6. The use of Services prohibits the use of a non-certified subscriber device, computer equipment and software to access the Provider's network; unauthorized access to the Internet or other networks; spamming, network attacks and network hacking, transmission of viruses; use of technical means to secretly obtain information; distribute information that breaches the law, rights and interests of third parties and use the Services for unlawful acts; use the Services for mass and single mailings with no their approval by recipients, advertising campaigns, contests, quizzes, surveys and other similar actions with no written consent of the Provider; use subscriber devices to connect persons who are not Clients to the Network; use the Services to organize automated centers (equipment for automated reception and processing of telecommunication messages) and gateways (software and hardware or other equipment that transfers voice and / or non-voice information between the Provider's network and other communication networks, as well as one providing the access to other communication networks for the Client and/or third parties), as well as to implement other operations aimed at making a profit with no written consent of the Provider.

5.7. The parties have other rights and obligations established by the Law of the Republic of Uzbekistan.

6. Payment for services

6.1. Descriptions of the Tariffs and the procedure for their activation are available on the Website. The Client shall not be entitled to refuse to pay for the Services due to the admission of third parties to his/her subscriber device.

6.2. The Provider shall be entitled to unilaterally change the Tariffs, introduce new Tariffs, principles and types of tariffication, change the cost and procedure of Services. If the Tariffs change for the worse for the Clients, the Provider shall inform the Client by publishing relevant information on the Website at least 10 (ten) calendar days before such changes coming into force, as well as by bringing these changes to the public in sales and services points for Clients.

6.3. The Service Fee shall be determined based on the parameters provided by the Tariff. The Tariff specifies the billing unit and form of settlement.

6.4. Charges for the Services rendered in the networks of other operators are based on the data of the equipment of such operators and may be delayed up to 30 days. Hence, there may be a debt on the Personal Account of the Client for the Services rendered.

In addition, the Client may have a debt as a result of use of Additional Services according to the offers for these services.

6.5. The Client shall repay the debt on the Client's Personal Account within the Settling Period following the one, during which it appeared.

6.6. The ways to pay for the Services are available on the Website. When paying, the Client shall mandatorily specify the number of the Contract or the Subscriber Number or others **IDs** provided in the interface of the payment method used.

6.7. The Client may receive the invoice when contacting the CC and SSPs. The invoice can be sent to e-mail upon the Client's request. The period of invoice for the Client is one calendar month.

6.8. Upon receipt of the payment, the Provider shall be entitled to repay the Client's monetary obligations as follows: debt for Communication Services, debt for Additional Services.

6.9. If the Client fails to pay for the Services in terms specified in the Contract, including in the Tariffs (hereinafter referred to as the Indebtedness), the Parties shall agree to terminate the obligation to pay the Indebtedness in the manner, which provides the termination thereof: for the Client - in terms of repayment of the indebtedness; for the Provider - in terms of Services rendering under other contracts concluded by the parties for the amount of the Client's Indebtedness repaid thereof. The Client shall be notified on this condition by a short text message or in another way available to the Provider. The Client shall be entitled to terminate this condition by sending a written notice to the Provider before the Indebtedness occurrence.

7. Amendment and termination of the Contract

7.1. The Provider shall be entitled to unilaterally amend the Contract. A notice of an amendment of the Contract shall be publication of its text on the Website at least 10 (ten) calendar days before the date of such amendment coming into force. The Client's acceptance of these amendments shall be the implicative actions for the use and/or payment of Services rendered by the Provider under new conditions after their coming into force, as well as the absence of refusal from such amendments sent by the Client to the Provider within 10 (ten) calendar days from the publication of amendments to the Contract. The procedure to amend the tariffs shall be regulated by par. 6.2 hereof.

7.2. The Contract may be amended by the Client's implicative actions, including by the use of IDs, including but not limited to the following: any actions performed using the Means of Remote Interaction, USSD requests, short text messages to the numbers specified by the Provider. The Provider shall determine the list of actions.

7.3. The Client can terminate the Contract by filling a written application in the SSPs in a form set by the Provider.

7.4. The unilateral refusal of the Client to fulfill the Contract shall be any of the following events:

- a) Client has not perform SIM-Card first registration within two weeks of entering into the Agreement;
- b) the Client's failure to pay and maintain the balance of the Personal Account above the zero for more than 60 consecutive calendar days;
- c) the Client's non-use of the paid Services for 60 consecutive calendar days;

At the of event specified in a)-c) above, the Client does not have activated tariff package or option and the balance of the Personal Account does not change more than 60 consecutive calendar days.

When terminating the Contract the Client shall lose the opportunity to use the Subscriber Number.

7.5. The Provider shall determine the final cost of the Services within 30 calendar days after termination of the Contract and refunds the advance payment to the Client upon Client's request,

or if there is indebtedness on the Personal Account, the Provider shall send to the Client the invoice for such Indebtedness by mail or e-mail to be paid within 20 days from the date of its issue.

7.6. When terminating the Contract, the Provider shall return the unused funds to the Client's bank account (bank card) upon his/her request.

7.7. Upon termination of the Voice Communication Services, the Client shall disable the services of third parties, which are rendered using the Subscriber Number previously provided to the Client (SMS-informing, etc.).

7.8. The Provider may unilaterally terminate the Services, if there is no technical capability of their rendering by sending the relevant notification at least 10 (ten) calendar days before (the notification shall be published on the Website) as well as in cases and in accordance with the procedure established in the Tariffs or descriptions of certain types of Services provided.

8. Miscellaneous

8.1. The provisions of these Conditions shall apply unless otherwise expressly provided for by the Tariffs, other documents, the conditions of special offers, promotions, offers for Additional Services that are connected by the Client. If the Client accepts such conditions, they become part of the Contract and change its conditions for the duration of their validity.

8.2. The Client shall provide the consent to the Provider for his/her data processing (including personal data). The Provider shall be entitled to process the Client's personal data in order to conclude, execute the Contract, improve the quality of the Services, information inquiry support, store the Contract and documents related thereto for research and advertising purposes, transfer the above information to third parties (see the list on the Website), including for the fulfillment by such third parties of obligations under the contract with the Provider.

The Client shall consent for the processing of the Client's photo and video images within the term of the Contract for his/her identification during the services, including remote service and remote conclusion of the Contract, while the Client's identification by photo and video images is possible only at the Client's request. See the conditions for personal data processing in the Provider's Personal Information Processing Policy. The Client shall assume the obligation for the confidentiality and safety of his/her personal data when transferring them via unprotected communication channels, if the Client independently applies to the Provider, including through the Internet (e-mail, apps, etc.).

8.3. When signing the Contract, the Client confirms that he/she is not acting for the benefit of third parties, is not a foreign public official, an official of public international organizations, a public official, as well as a relative or close to these persons. If the Client is any of the specified persons, he/she shall accordingly notify the Provider when signing the Contract and shall provide the Provider with more detailed data as related thereto.