

# HUMANS PERSONAL ACCOUNT TOP-UP RULES

These Humans Personal Account Top-Up Rules are a public offer of Humans LLC, address: 100047, 2 b, Makhtumkuli str., Yashnabad district, Tashkent, Republic of Uzbekistan, Taxpayer ID 306 624 856, Phone: 1234 (hereinafter referred to as 'Humans') addressed to an indefinite scope of persons and becomes an agreement between the Payer and Humans from the moment the Client agrees as follows.

## 1. TERMS

- 1.1. **Subscriber** is a person who concluded an agreement with Humans for communication services, according to which Humans provided the Subscriber with a subscriber number and created a **Personal Account** for the Subscriber.
- 1.2. **Bank Card (Card)** is a bank card of international or national payment systems issued by the issuing bank to the Cardholder according to agreement concluded between them.
- 1.3. **Cardholder** is a person who concluded an agreement with the issuing bank, which was the basis for the Bank Card issuance.
- 1.4. **Humans Personal Account (Personal Account)** is a register of analytical accounting in the Humans settlement automated system, which displays information about the transfer of funds for communication services under the agreement for communication services concluded between Humans and the Subscriber.

- 1.5. **Humans Mobile Application (Application)** is an application for Humans.uz mobile devices, which is software installed on a user (subscriber) device and which allows the Payer to top-up its Personal Account. Visit our website to see information about the installation of Application on a subscriber device.
- 1.6. **Payer** is a person who tops-up its Personal Account on a website or via the Mobile Application by a non-cash payment using a Bank Card.
- 1.7. **Personal Account Top-Up (Top-Up)** is the actions of the Payer to make an advance payment for communication services provided by Humans to the Subscriber through the non-cash payment using the Website or Application.
- 1.8. **Rules** are these Humans Personal Account Top-Up Rules.
- 1.9. **Top-up details** are details provided by the Top-Up form posted on the Website or in the Mobile Application, including, in particular, the subscriber number, which is topped-up, the amount of Top-Up, details of Bank Card used for payment. The Top-Up form may provide other mandatory details.
- 1.10. **Site** is the official website of Humans [www.humans.uz](http://www.humans.uz).
- 1.11. **Chargeback** is the process of challenging of a transaction by the issuing bank made using a Bank Card based on the Cardholder's claim.
- 1.12. Other terms hereof are used with a meaning established in the Humans Communication Services Conditions.

## 2. RULES FORCE

- 2.1. These Rules govern the procedure for the Subscriber's Personal Account Top-Up by the Payers. Humans does not provide payment or banking services for making payments, processing payments or any other similar services. Such services are provided by licensed banks or payment institutions operating under an agreement with Humans.
- 2.2. The insertion of Details by the Payer on the Website and (or) in Mobile Application for Top-Up is a confirmation of the Payer's familiarization herewith and is considered the complete, unconditional consent of the Payer herewith.
- 2.3. If the Payer disagrees with any of the conditions herewith, the Payer should not Top-Up.
- 2.4. Any Payer can Top-Up except in cases of suspension of Top-Up according to paragraph 4.2.2. hereof, as well as termination hereof by Humans and closure of Top-Up opportunity.

### 3. TOP-UP PROCEDURE

- 3.1. The Payer may top-up on the Website and (or) in the Mobile Application.
- 3.2. When entering the Details into the Top-up form, the Payer independently controls and bears responsibility for the correctness and accuracy of the Subscriber Number, Bank Card details, Top-up amount and other Details for Top-Up. Before completing the Top-Up, the Payer should carefully double-check the Top-Up Details entered.
- 3.3. If the Payer and the Cardholder do not coincide, the Payer guarantees that he/ she is authorized by the Cardholder to Top-Up,

that the Payer did not obtain the Card details in a manner not authorized by the Cardholder, i.e. the Card was not stolen, the card details were not copied or obtained by deception, misleading or fraudulent actions in relation to the Cardholder, etc.

3.4. The Top-Up is considered completed from the moment when the Payer has filled in all the required Details for the Top-up, including clicking the 'Top-Up the account' button (or the button with another similar name), entering the code confirming the transaction with the Bank Card (in cases where such confirmation is requested by the issuing bank, payment institutions and (or) Humans) and when the funds were debited from the Bank Card.

3.5. Humans top-ups the Personal Account within 24 hours from the moment of completion of the Top-Up.

3.6. After completion of the Top-Up, as indicated in clauses 3.4. hereof the Payer is not entitled to demand a refund of the Top-Up amount or cancellation of the Top-Up, including based on the entering incorrect subscriber number or the Top-Up amount.

#### 4. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

4.1. Responsibilities of Humans:

4.1.1. Humans shall ensure that the Website and the Mobile Application are operational for Top-Ups, if it is technically possible;

4.1.2. Humans shall provide Payers with the opportunity for Top-Up on the terms and in the manner prescribed by the Rules.

4.2. Humans' rights:

4.2.1. Humans is entitled to unilaterally amend these Rules;

4.2.2. Humans is entitled to unilaterally refuse to Top-Up a specific Personal Account if:

4.2.2.1. there was any breach hereof detected towards the Payer, or if the review of documents and information by the Humans will result in an opinion that the Payer's actions denote abuse of rights and misconduct;

4.2.2.2. The Holder of the Card, which is used for Top-Up, denies (or, has denied for previous Tops-Up) the execution and (or) authorization of the Tops-Up by him/ her;

4.2.2.3. There was a Chargeback for a Top-Up operation in relation to a specific Personal Account or Subscriber;

4.2.2.4. In other cases, when Humans has reason to suspect that the Top-Up was made without the knowledge of the Cardholder or for the purpose of illegal actions, or the Top-Up operations are suspicious, or go beyond the scope of ones made by the Payers on a regular basis.

4.2.3. In addition, if there were situations described in clauses 4.2.2.1 – 4.2.2.4 hereof, Humans may suspend the Top-Up of the Personal Account until all the details of the Top-Up are clarified or the Cardholder confirms the Top-Up;

4.2.4. Humans is entitled to to request documents and information from the Payer and (or) the Subscriber confirming the Top-Up, the Cardholder's consent to the Top-Up and the good faith of the Payer's actions. The Payer should provide the requested documents and information not later than 5 (five) days from the date of receipt of the relevant request.

4.3. The Payer's obligations:

4.3.1. The Payer should carefully read the Rules, conditions of the Tops-Up, procedure of Details entering for the Top-Up, as well as regularly monitor the information on changes to previously published Rules on the Website;

4.3.2. Comply with the requirements of these Rules in full.

#### 4.4. The Payer's rights:

4.4.1. Receive reliable information about the conditions of Top-Up, Rules;

4.4.2. If you have any questions, contact the support chat via a special section of the Mobile Application or on the Website;

4.4.3. Submit a claim to Humans in case of breach of the Payer's rights. The claim is sent via the support chat in the Mobile Application within 10 (ten) days from the date when the Payer's rights were breached. If the Payer does not submit motivated claims within 10 (ten) days from the date of Top-Up, the Top-Up is considered to be made according to these Rules and the Payer has no claims against Humans.

4.5. Humans is not responsible for non-fulfillment or improper fulfillment of obligations under the Top-Up, as well as possible damage resulting from:

- illegal actions of the Payer, Subscriber, Cardholder or third parties aimed at breaching the information security or the normal operation of the equipment of Humans, partners or third parties used for the Top-Up operations, as well as actions aimed at making unauthorized Top-Up;
- failures in the Mobile Application or Website caused by errors in the code, computer viruses and other extraneous code fragments in the software of the Humans equipment;
- failures of the equipment and/or software of banks or payment institutions providing a banking or payment service to the Payer, as well as other actions and / or inactions, as a result of which Humans did not receive the information necessary for the Top-Up.

## 5. FINAL PROVISIONS

5.1. These Rules come into force from the date of their publication on the Website.

5.2. Humans is entitled to unilaterally amend or terminate the Rules at any time. Humans notifies about amendments or termination of the Rules on the Website and (or) in the Mobile Application.

5.3. The Rules are terminated or amended from the date specified by Humans in the corresponding message.

5.4. In all issues not regulated herein, the Law of the Republic of Uzbekistan applies.