

Terms of Telecommunications Services` Provision by Private Joint Stock Company Kyivstar

1. GENERAL PROVISIONS

1.1. In these Terms of Telecommunication Services` Provision of Private Joint Stock Company Kyivstar the following expressions will have the meaning hereby assigned to them:

Subscriber means receiver of telecommunications services that receives telecommunications services as set forth in the Agreement, which provides for connection of end-user equipment, which is in his/her possession or use, to the Operator's Network.

Prepaid Subscriber means a person who has entered into an Agreement with the Operator in verbal form. Prepaid Subscriber is the Subscriber who uses mobile communications` services, the Subscriber who uses the "Direct number", and the Subscriber who uses the "Home Internet". Prepaid Subscriber receives Services in the depersonalized form.

Subscriber Fee means a fixed payment, which is set by the Operator for access to the Network and/or one or more Services and will be charged regardless of the obtainment of Services. Subscription Fee to be charged is determined by the Tariff Plan terms or the Operator`s Supplementary Service conditions and may involve a certain scope of Services in quantitative and/or monetary terms.

Guarantee Deposit means cash collateral in the amount set by the Operator for specific Tariff Plan or certain Service that is provided to the Operator by a Subscriber and is a way to ensure fulfilment of Subscriber`s monetary obligations under the Agreement.

Ceiling Amount means the maximum amount whereon the Services can be provided in case of lack of funds in the Personal Account (when providing prepaid Services).

Agreement means the transaction made between Subscriber and the Operator, whether in oral or written (electronic) form, pursuant to which the Operator shall provide Services at the request of Subscriber, and the Subscriber shall pay for them.

Supplementary Services of the Operator mean Operator` Services that may not be included in the relevant Tariff Plan and may be ordered by Subscriber separately under the procedure established for such Supplementary Service by Operator.

Order means a document executed by the Parties in written (electronic) form. The Order is deemed to be executed in written (electronic) form if its content is fixed in one or several documents (including electronic via electronic mail and/or electronic document workflow) exchanged by the Parties.

Subscriber willing to order Services by e-mail is required to register his/her e-mail address with the Operator. The Operator establishes the procedure of e-mail address registration separately.

Registered Subscriber means Prepaid Subscriber, who receives mobile communications services and has been registered by the Operator in the manner stipulated by the applicable legislation. Registered Subscriber receives Services in personalized form.

ID card means a tool used to designate (identify) end-user equipment of a Subscriber in the Operator`s Network (SIM-card, USIM-card, etc.) installed in the end-user equipment to ensure its operation and availability of the Operator`s Services. The Operator may define the maximum term for activation of an ID card that can be used by a Prepaid Subscriber and until which lapse the ID card may be activated. The maximum term for the ID card activation is indicated on the Starting Package or communicated to Prepaid Subscribers via the Website or by other means available to Prepaid Subscribers.

Installation Work means arranging functionality for providing fixed communications Service ordered by Subscriber (cabling, connection of end-user equipment to the Operator`s telecommunications network, construction and/or repair of cable channels, repair of cable entry point at the premises where the Subscriber is located, installation of the Operator`s equipment or end-user equipment of the Subscriber, reconfiguration of the Subscriber`s equipment, etc.).

Website means the Operator`s Internet resource set at the following domain address: www.kyivstar.ua.

Scratch Card means an instrument to recharge Subscriber`s Personal Account to pay for Services provided by the Operator within the specified value of such instrument.

Content Services mean information, directory, customized, entertainment or other Services, including Services provided by the Operator/providers to Subscriber under service code 900, and paid by writing off amounts from the Personal Account.

Contract Subscriber means an individual or legal entity entering into a written Agreement with the Operator regarding servicing of at least one mobile number under the Tariff Plans for Contract Subscribers. Contract Subscriber receives Services in the personalized form.

Coordinator means a representative and/or an attorney of the Subscriber that acts on the basis of a power of attorney or another document confirming the authority and represents the Subscriber in relations with the Operator and coordinates order and use of the Operator's Services by the Subscriber. The personality of Coordinator and the scope of Coordinator`s authority are defined by the power of attorney or another document confirming the authority that was registered with the Operator in the manner prescribed by the Operator.

Corporate Subscriber means a legal entity or individual entrepreneur who enters into a written Agreement with the Operator and can receive Services under the Tariff Plans for Corporate Subscribers. The Services provided for Corporate Subscriber are personalized.

NCCIR means National Commission for the State Regulation of Communications and Informatization.

Network of Operator (or Network) means a set of telecommunication equipment and facilities designed for routing, switching, transmission and/or reception of signs, signals, written text, images and sounds or messages of any kind by radio, wire, optical or other electromagnetic systems between the end-user equipment.

Operator means Private Joint Stock Company Kyivstar, which has its own Network and operates it in accordance with the licenses for provision of fixed and mobile communications services obtained under the established procedure and provides such telecommunications and other Services in the manner stipulated by the law. The Operator is included in the Register of Telecommunications Operators and Providers set by NCCIR under No. 53 as of 28.09.2006.

Personal Account means an account opened for a Subscriber within the Operator's billing system for accounting all the funds accrued and paid for Services. Corporate Subscriber may have several Personal Accounts under one Agreement.

Service Package means a certain set of uncharged Services in quantitative terms, which is ordered towards the fee defined by the Operator. In addition, the Service Package may include the possibility for a Subscriber to receive the certain scope of Services at special tariffs towards the fee defined by the Operator. The Subscriber can use the Service Package only during the period of its validity determined by the Operator.

Package Tariff Plan means the Tariff Plan that provides for the Subscriber Fee towards which a Subscriber gets a defined scope of uncharged Services in quantitative terms. In addition, the Package Tariff Plan may include the possibility for a Subscriber to receive the certain scope of Services at special tariffs towards the Subscriber Fee.

Operator's Services (or Services) mean mobile communications services, Internet access, fixed communications services, data services, lease of communications circuits and other telecommunications services that the Operator can provide. Services provided by the Operator may be both personalized and depersonalized.

"Direct Number" means fixed communications service "Direct Number" the scope of which assumes only Services on receiving voice data (incoming calls) with its subsequent automatic transfer (diverting) to the Subscriber's designated number within Operator's mobile network. No other fixed communications services within the scope of "Direct Number" Service are available. Due to the technical features, the arrangement of "Direct Number" is carried out without laying subscriber line; provision of such Service is made exclusively together with provision of mobile communication services with regards to corresponding phone number whereas for accounting all the funds accrued and paid for "Direct Number" the mobile Subscriber's Personal Account for that phone number is used.

Roaming Service means the Operator's Service, which provides a Subscriber with an opportunity to receive mobile communications services within the networks of other operators while preserving the original Subscriber's registration with the Operator's Network.

Public Account means an additional official public communication channel with the audience. Interaction with the audience via the Public Account is carried out in accordance with the Terms of Use of a particular page of a social network or messenger in which the Public Account of the Operator is registered. The Operator has official Public Accounts in the following social networks and messengers:

Facebook:

the main account of Kyivstar - <https://www.facebook.com/kyivstar/>
home Kyivstar Internet - <https://www.facebook.com/KyivstarInternet/>
VEON Account - <https://www.facebook.com/veonukraine/>
public chat bot Zoryana - <https://www.facebook.com/Zoriana.Kyivstar/>

Viber:

main account of Kyivstar - <https://chats.viber.com/kyivstar/>
public chat bot Zoryana - <https://chats.viber.com/zoriana.kyivstar/>

Twitter:

the main account of Kyivstar: <https://twitter.com/TwiyKyivstar>

Instagram:

the main account of Kyivstar: <https://www.instagram.com/kyivstar.official/>
VEON Account: <https://www.instagram.com/veonukraine/>

Telegram:

public chat bot Zorian: https://t.me/Zoriana_Kyivstar_Bot
support channel in Chat: https://t.me/KyivstarUA_bot
Kyivstar channel: <https://t.me/kyivstarua>

YouTube:

Kyivstar channel: <https://www.youtube.com/user/KyivstarGSM>

LinkedIn:

Kyivstar account: <https://www.linkedin.com/in/kyivstar-hr-3a550bbb/>

Roaming Partners mean telecommunications operators with whom the Operator has entered into inter-operator

agreements for the provision of Roaming Service.

Self-servicing System means information system of the Operator named “My Kyivstar”, access to which Subscriber can get in the Subscribers’ Service Centre or through visiting the Operator’s Internet resource set at the following domain address: <https://account.kyivstar.ua> or through the corresponding applications (software, applications) by using which the Subscriber or his/her Coordinator can on his/her own and without participation of the Operator’s employees order new Services (available to order through this information system), get information about Services (including the amount payable), change settings of Services ordered, discontinue the Services, and do other actions available through the Self-servicing System.

Spam means electronic, text and/or multimedia messages intentionally and massively sent to the Subscriber’s email address or end-user equipment without his/her prior consent (order) except for messages of the Operator regarding Service provision.

Starting Package means a tool that provides a Subscriber with an opportunity to start using the Operator’s Services and consists of ID card and other related materials.

Party/Parties mean parties to the Agreement, i.e. the Subscriber and the Operator/one of them.

Tariff Plan means a set of proposals offered by the Operator to the customer as regards value, terms and scope of certain Services provision.

Terms mean these terms for the provision of telecommunications services by Private Joint Stock Company Kyivstar.

Subscribers’ Service Centre means the Operator’s premises and/or its dealer’s premises, including premises of their partnership distribution network, where the Operator provides the Subscriber with the Services related information on his/her request and provides customer service to the Service Subscriber in accordance with applicable procedures of the Operator.

IVR means a system of pre-recorded voice messages (voice menu) serving for calls routing within the information help centre of the Operator with the help of information entered by the Subscriber using tone dialling. Through IVR a Subscriber can get particular information about the Services, change the settings of ordered Services or order new ones, information about which and possibility to order is provided for in the voice menu of the IVR system.

1.2. Terms are elaborated and approved in accordance with the applicable legislation of Ukraine, including the Law of Ukraine “On Telecommunications” No. 1280-IV dated 18.11.2003, “Rules for Provision and Receipt of Telecommunications Services” approved by the Resolution of the Cabinet of Ministers of Ukraine No. 295 dated 11.04.2012, and “Basic Requirements for Telecommunications Services Agreement” approved by NCCIR Decision No. 624 dated 29.11.2012.

1.3. These Terms govern relations as regards the Operator’s provision of any telecommunications services and apply to all Subscribers (including those who have signed Agreements before the entry into force of these Terms). Should an Agreement include provisions that contradict these Terms, the relevant provisions of the Agreement shall prevail.

1.4. Should the Operator establish special rules/conditions for the provision of certain Services (including Supplementary Services and Content Services of the Operator), these Terms shall apply to such respective Services insofar as they do not conflict with the rules of their provision.

1.5. The provisions of the Terms are defined by the Operator at its sole discretion in accordance with the applicable law. The Terms may be amended by the Operator with mandatory notification to the Subscribers through the Website or national mass media. Should a Subscriber disagree with the amendments introduced into the Terms, such Subscriber shall terminate the Agreement within one week from the time he/she has or could become aware about the introduction of amendments to the Terms. Failure to terminate the Agreement and continued use of the Services shall constitute the Subscriber’s consent with the amendments introduced into the Terms.

1.6. The Terms shall become effective from the date of their publication on the Website and remain in force until being cancelled by the Operator. The Terms cover relations with regards to receipt of any Operator’s Services by all the Subscribers regardless of whether the Agreement includes a reference to these Terms. As regards the Subscribers with whom Agreements were concluded before the Terms entry into force, these Terms shall cover such Subscribers insofar as they do not conflict with the provisions of an Agreement.

2. TYPES OF AGREEMENTS AND PROCEDURE FOR THEIR CONCLUSION

2.1. The Services shall be provided to the Subscriber based on an Agreement entered into between the Subscriber and the Operator.

2.2. Before entering into an Agreement, regardless of its form and content, the Subscriber shall read and acknowledge the information, the list of which is given in cl. 15 of the “Rules for Provision and Receipt of Telecommunications Services” approved by the Resolution of the Cabinet of Ministers of Ukraine No. 295 dated 11.04.2012, which is available at the Subscribers’ Service Centres and through the Website.

2.3. Agreement with the Prepaid Subscriber. The procedure for its conclusion.

2.3.1. An Agreement with Prepaid Subscriber is a standard form agreement. Terms for Prepaid Subscriber constitute a public offering to enter into an Agreement subject to conditions set out in the Terms. The Agreement with the Prepaid Subscriber consists of the following set of documents: text of the Terms, Tariff Plans for Prepaid Subscribers, and terms of specific Supplementary Services of the Operator all published on its Website.

2.3.2. Agreement with Prepaid Subscriber on provision of mobile communications services shall be made in oral form upon the relevant ID card activation by this Subscriber. To activate the ID card the customer should open the Starting Package, remove the ID card, insert it into user equipment (mobile phone, modem, etc.), enter PIN1 and make the first chargeable outgoing phone call or use USSD-command *111#; upon completing these actions the customer becomes Subscriber of the Operator. ID card activation constitutes the Subscriber's consent to the Terms and conditions of the chosen Tariff Plan.

2.3.3. Agreement with Subscriber on provision of "Home Internet" Service shall be made in oral form through Parties' performance of actions that clearly indicate the consent to comply with the Terms. Actions that indicate the consent to comply with the Terms shall be the confirmation by the Subscriber of such consent in "My Kyivstar" system or the beginning of actual use of "Home Internet" Service by the Subscriber.

2.3.4. Agreement with Subscriber on provision of "Direct Number" Service shall be made in oral form through Parties' performance of actions that clearly indicate the consent to comply with the Terms. On the part of the Subscriber these actions shall be Service ordering (using "My Kyivstar" system or submitting a request to the Subscribers' Service Centre or by request to information help centre calling 466), whereas on the part of the Operator – activation of such Service.

2.3.5. Prepaid Subscriber receives Services (except for Registered Subscriber) in the depersonalized form. Provided that, the Subscriber (party to an Agreement) is: for mobile communications services – a person who from physical standpoint lawfully possesses the ID card; for "Home Internet" Service – a person who lawfully uses such Service at point of connection. If the Prepaid Subscriber receiving mobile communications services registers with the Operator in the prescribed manner, then in such case the Registered Subscriber becomes the party to the Agreement.

2.4. Agreements with Contract Subscriber and Corporate Subscriber. The procedure for their conclusion.

2.4.1. Agreement with Contract Subscriber is a public form agreement and cannot be changed at the request of the Subscriber. The Agreement with Contract Subscriber is entered into only while providing mobile communications Services, fixed communications services, Internet access, data services. Agreement with a Contract Subscribers – subjects of economic activity - consists of the following set of documents: Agreement (agreement on provision of mobile communications services), an Order, these Terms, Tariff Plans for Contract Subscribers and conditions of particular Supplementary Services of the Operator (if any) actually selected (by giving consent as required by the law) by the Contract Subscriber. The Agreement with Contract Subscriber shall be deemed concluded when signing of Agreement and Order for relevant phone number by the Parties. Agreement with Contract Subscriber-individual consists of the following set of documents: Order, these Terms, Tariff Plans for Contract Subscribers and conditions of particular Supplementary Services of the Operator (if any) actually selected (by giving consent as required by the law) by Contract Subscriber. Agreement with Contract Subscriber shall be deemed concluded when signing the Order for the relevant phone number by the Parties.

2.4.2. Agreement with Corporate Subscriber is not a public offering agreement. The Parties may by mutual consent derogate from the standard form of Operator's Agreement and define conditions that differ from the standard form of the Operator's Agreement, and/or the Terms. The Agreement with a Corporate Subscriber consists of the following set of documents: Agreement and Order made by the Parties in writing, these Terms, the Tariff Plans for Contract Subscribers (for mobile communications) and conditions of particular Supplementary Services of the Operator actually selected (by giving consent as required by the law) by the Corporate Subscriber. Agreement with Corporate Subscriber shall be deemed concluded upon its signing by the Parties.

2.4.3. Agreements with Contract Subscriber and Corporate Subscriber shall be made in writing (electronically).

2.4.4. Prior to entering into an Agreement the authorized representative of the Operator shall bring the terms of the Agreement and the Terms to the attention of the future Subscriber, and answer all his/her questions regarding Operator's Services.

2.5. Should the Subscriber request a copy of the Terms, the representative of the Operator shall provide such to the Subscriber.

2.6. Prior to entering into an Agreement, the Subscriber shall provide the Operator with the documents required by the Operator under the internal procedures. The Operator may refuse to conclude new Agreement with the Subscriber in case the Subscriber has unpaid debt for telecommunications services under the previous telecommunications services agreement and until such debt is repaid.

2.7. Upon signing the Agreement, the Subscriber and the Operator shall make the relevant Order. Should the Order for fixed communications services involve Installation Work, the provision of Services shall begin within 1 working day upon Installation Work acceptance by the Subscriber (unless the Order or the Agreement provides otherwise). The provision of Services based on the Order for provision of mobile communications services (phone numbers' activation) shall start within 1 working day from the date of the Order signing. Should the Tariff Plan provide for the Subscriber to make Guarantee Deposit and/or initial (advance) payment, the Subscriber's number shall be activated only upon receiving such Guarantee Deposit and/or initial (advance) payment from the Subscriber.

2.8. Provision of "Home Internet" Service shall start upon the Subscriber's initial (advance) payment in the amount defined by the Tariff Plan.

2.9. Provision of "Direct Number" Service shall start within 1 working day from the date of entering into the Agreement.

2.10. An ID card shall be issued and provided to the Contract Subscriber at the time of the Order signing. Order

signing by the Contract Subscriber shall confirm the receipt of the ID card. Upon receipt of the ID card the Subscriber shall bear the sole responsibility for any action that can happen to such card (including its illegal use by delinquents, misdialled calls, etc.).

3. RIGHTS AND RESPONSIBILITIES OF SUBSCRIBER

3.1. Subscriber shall:

3.1.1. refrain from actions that may interfere with the safe operation of telecommunications networks, maintaining the integrity and interworking of such networks, the protection of information security, electromagnetic compatibility of radioelectronic facilities, complicate or prevent the provision of Services to other Subscribers;

3.1.2. provide the Operator with accurate information, defined by the Operator as required for entering into an Agreement;

3.1.3. refrain from illegal conversion and use of recharge codes, Starting Packages, ID Cards, Scratch Cards of other Subscribers;

3.1.4. refrain from spoofing network IDs, using non-existing network IDs or those belonging to others, forging (doubling) ID Cards, electronic code (identity) of the end-user equipment;

3.1.5. refrain from making malicious calls, ordering and offering mailout, and distribute Spam;

3.1.6. make the Guarantee Deposit and/or initial (advance) payment for the benefit of the Operator if such payment is provided for in the relevant Tariff Plan or terms of particular Service;

3.1.7. accept the Installation Work performed (if any) by the Operator within three working days by signing Installation Work Acceptance Act issued and provided to Subscriber by the Operator unless another procedure for Installation Work acceptance is stipulated by Agreement;

3.1.8. promptly pay for the Installation Work (if performed) and Services in accordance with the settlement procedure set in the Terms or the Agreement;

3.1.9. when ordering or receiving Services use only certified end equipment and in accordance with its operation manual;

3.1.10. refrain from upgrading and/or programming end equipment which may in any way affect billing of Services or operation of the Operator's Network equipment;

3.1.11. avoid the use of end equipment and Subscriber's lines to commit unlawful acts or actions threatening national security, defense and law enforcement; prevent use of end equipment and Subscriber's lines on a commercial basis to provide telecommunications services to third parties, and comply with other restrictions when using the Services as stipulated by these Terms and legislation;

3.1.12. keep the Subscriber's lines in working order within the territory belonging to Subscriber (private house, backyards, apartment, office space, etc.);

3.1.13. follow instructions on the use of the end equipment and look after its safety, correct setting of commands and Services' ordering;

3.1.14. at the request of the Operator inform, including in writing, of the type of the end equipment used for Services;

3.1.15. whenever the Services are provided in personified manner, inform the Operator of the change of his/her place of residence, last name and other details/information specified in the Agreement, as soon as practicable, but not later than in one month from the date of such change. If and to the extent that, from the moment of the introduction of changes and until notifying the Operator of such changes, the latter shall send any messages or documents (tax bills, responses to applications, etc.) to the Subscriber using the outdated details or specifying the outdated data of the Subscriber, these shall be deemed to be duly sent by the Operator and the Operator shall be released from liability for any consequences associated with the execution of such documentation. In addition, in the event of address change the message sent at the address known to the Operator before the Subscriber informs of the change of the address shall be deemed duly sent and the Subscriber shall be deemed duly notified.

3.1.16. should the terms of the Order include making end equipment available for use of the Subscriber, accept such end equipment from the Operator pursuant to acceptance act, ensure its usage in accordance with specifications and manufacturer's instruction book on the use of end equipment and be responsible for its loss or damage (including by third parties). Financial terms for end equipment usage by the Subscriber shall be specified in the Order or the Operator's terms of provision of Service to be received by the Subscriber through such end equipment;

3.1.17. should the technology of Service provision imply installation of switching or other equipment within the territory belonging to the Subscriber, which does not refer to the end equipment, – accept from the Operator such equipment pursuant to acceptance act, ensure its usage in accordance with specifications and manufacturer's instruction book on the use of end equipment and be responsible for its loss or damage (including by third parties). In this case, the Subscriber shall provide the Operator with unimpeded access to the equipment installed on Subscriber's territory for its adjustment, maintenance, and repair.

3.2. Subscriber shall be entitled to:

3.2.1. the state protection of his/her rights;

3.2.2. free access to the Services;

3.2.3. safety of the Services;

3.2.4. choose the type and quantity of the Services;

- 3.2.5.** receive comprehensive information from the Operator on the free of charge basis about the content, quality, cost, and procedure for provision of the Services;
- 3.2.6.** refuse to pay for the Services which were not order;
- 3.2.7.** receive information on the possibility and procedure for refusal of ordered Service;
- 3.2.8.** port the Subscriber's number, use personal number and receive Roaming Services;
- 3.2.9.** taccess open to general use services in accordance with the Terms and other legislation acts;
- 3.2.10.** choose the Services by quality degree, the networks, the services provided by other operators of telecommunications services, and/or the routes with different technologies in the network of the same or different operators by dialling relevant code of of an operator, a network or a service in accordance with the National Numbering Plan;
- 3.2.11.** access Content Services in accordance with the legislation;
- 3.2.12.** receive information from the Operator regarding changes in terms of the Service provision and tariffs for its provision;
- 3.2.13.** choose tariff, and Tariff Plan set by the Operator;
- 3.2.14.** require the Operator to terminate the provisionof the Services that the Subscriber did not order, including distribution of electronic text messages, multimedia and voice messages, as well as Spam;
- 3.2.15.** block outgoing calls of certain types or to certain numbers based on relevant application, and access to certain networks and Services (if technically possible for the Operator);
- 3.2.16.** free termination of call redirection on Subscriber's end equipment;
- 3.2.17.** protection of personal data and other information with restricted access in the manner prescribed by the legislation;
- 3.2.18.** access facilities and Services meant for facilitating and ensuring communication with people with disabilities (if technically possible for the Operator);
- 3.2.19.** receive free advice from theOperator as regards ordering and receiving Services provided by the Operator;
- 3.2.20.** access the directory assistance services within public telecommunications networks in accordance with the legislation;
- 3.2.21.** free choice of the Services provision limits in the event of lack of funds in the Personal Account or reaching the Ceiling Amount through suspension of Services' provision by the Operator (if technically possible);
- 3.2.22.** terminate Agreement prematurely in the manner determined by the Terms;
- 3.2.23.** apply to the Operator to temporary suspend Services provision by paying a fee to the Operator, if applicable;
- 3.2.24.** preserve the phone number assigned to the Subscriber by the Operator in the event of temporary suspension of Services provision at the initiative of the Subscriber within the period specified by the Subscriber, but not more than one year;
- 3.2.25.** require from the Operator to adjust the Subscription fee for the period of Network damage (emergency), which caused termination of Services provision in the event of violating control periods meant for repair of damage (remedial actions) that arose through no fault of the Subscriber;
- 3.2.26.** get ordered Services timely and of the specified quality;
- 3.2.27.** receive information about Service conditions and Services provided from the Operator in the manner prescribed by the legislation. Note that if the Subscriber applies through a phone call, the information is provided without additional identification should the Subscriber call from a phone number in respect of which he/she wants to receive information; should the Subscriber call from phone number other than the one in which respect he wants to receive information, the information shall be provided upon additional identification performed by the Operator in accordance with procedure established by the Operator. Services provided on depersonalized (anonymous) basis shall not be decrypted.
- 3.2.28.** receive the invoices for the provided Services from the Operator on the free of charge;
- 3.2.29.** the Operator's limit of the Subscriber's access to certain types of Services on the basis of the Subscriber's application and if technically possible for the Operator. Subscriber's access limitation to particular Services can be performed through the Self-servicing System;
- 3.2.30.** receive the remaining funds from the Operator in case of Subscriber's refusal from prepaid Services where and as provided for by the Terms, the Agreement or the legislation;
- 3.2.31.** recovery of losses caused as a result of failure or improper fulfilment of the Operator's responsibilities stipulated by these Terms, the Agreement and the legislation;
- 3.2.32.** use quality Services within the Network of the Operator;
- 3.2.33.** refuse from further Services by submitting relevant application to the Operator. In addition, if the Operator provides technical possibility, the Subscriber may refuse from certain Services (mainly Supplementary Services of the Operator) through the Self-servicing System, IVR or applying to the Operator's information help centre or the Subscribers' Service Centre;
- 3.2.34.** apply to the Operator with request to withdraw information about the Subscriber from online versions of databases of the Operator's information help centre;
- 3.2.35.** re-conclude the Agreement in the name of one of its family members in accordance with the procedure established by the legislation. The Agreement re-conclusion in the name of others shall be performed only with the consent of the Operator;

- 3.2.36.** appeal against the Operator's misconduct by applying to court and/or authorized state bodies;
- 3.2.37.** change the Tariff plan (if such possibility is allowed under this Tariff Plan) through the Self-servicing System, IVR or applying to Subscribers' Service Centre or otherwise as defined by the Operator;
- 3.2.38.** order Supplementary Services of the Operator through the Self-servicing System or applying to the Subscribers' Service Centre, IVR or otherwise as defined by the Operator. Terms for provision of Supplementary Services of the Operator may contain restrictions for Subscribers as regards ordering thereof;
- 3.2.39.** require free replacement (or repair) by the Operator of end or other equipment acquired for use from the Operator, if it fails through no fault of the Subscriber or third parties. Should it is determined that the said equipment fails due to the fault of the Subscriber or third parties, the Subscriber shall have the right to require replacement of such equipment after reimbursement of cost (or repair) of the equipment that failed due to the fault of the Subscriber or third parties;
- 3.2.40.** Corporate Subscriber shall have the right to appoint a Coordinator and register him/her with the Operator. Scope of Coordinator's authority is defined in a power of attorney or another document;
- 3.2.41.** use personal certified devices meant for accounting of the received Services. However, the indicators of such devices shall not be used when billing Services and making payments for the provided Services.

4. RIGHTS AND RESPONSIBILITIES OF OPERATOR

4.1. The Operator shall:

- 4.1.1.** carry out activities in telecommunications sector in accordance with the legislation subject to inclusion on the register of operators, telecommunications services providers, and in the cases determined by law upon receipt of appropriate licenses and/or permits;
- 4.1.2.** provide Service on porting Subscriber's number, on using personal number in accordance with the procedure established by NCCIR;
- 4.1.3.** avoid violations of fair competition in telecommunications market;
- 4.1.4.** on a first-priority basis provide Services to departments of the Ministry of Defence, the State Security Service of Ukraine, the Foreign Intelligence Service, the State Service of Special Communication and Information Protection, the Ministry of Interior Affairs, the Ministry of Emergency Situations of Ukraine, the State Border Guard Service, the State Customs Service;
- 4.1.5.** based on a court ruling restrict access of itsSubscribers to resources disseminating child pornography;
- 4.1.6.** accept applications from individuals and legal entities for provision of Services, keep their records and satisfy such applications (if technically possible), reply within the time frames provided by legislation;
- 4.1.7.** follow procedure for entering into Agreements established by legislation;
- 4.1.8.** in accordance with the legislation provide customers with the possibility to choose an alternative operator, to choose and receive Services, including with different degrees of quality in its own Network or network of another operator by dialing selection codes of alternative routes or communications network in accordance with the National Numbering Plan.
- 4.1.9.** when providing Content Services:
 - 4.1.9.1.** prior to its provision notify the Subscriber on the name of such Content Service and its tariff, and provide the Subscriber with a free opportunity to confirm his/her consent or refusal to receive such Service (duration of free notification to the Subscriber is 12 seconds);
 - 4.1.9.2.** start provision of a Content Service only after the Subscriber's notification of its provision in the manner prescribed by these Terms, and subject to his/her consent to receive such Content Service;
 - 4.1.9.3.** refrain from offering the Subscriber a Content Service requiring mandatory refusal by committing or refraining from performing of certain actions;
 - 4.1.9.4.** inform the Subscriber on the amount of money deducted from his/her Personal Account immediately after receiving the Content Service (if technically possible for relevant Networks and equipment).
- 4.1.10.** provide an opportunity to receive Roaming Services (subject to written agreement between relevant operators).
- 4.1.11.** when providing Internet access Service:
 - 4.1.11.1.** ensure access speed defined by the Agreement;
 - 4.1.11.2.** ensure overseeing the functioning of technical equipment and monitoring quality indicators.
- 4.1.12.** use Service billing systems certified on compliance to the requirements of regulations in the sppere of telecommunications;
- 4.1.13.** in event of refusal of prepaid Services and/or termination of the Agreement in accordance with the procedure established by the Operator and the applicable legislation refund the unused funds from the Personal Account at the request of the registered Subscriber during the limitation period, and at the request of the Subscriber who receives services in depersonalized (anonymous) manner - within two months after the expiry of the ID card;
- 4.1.14.** refrain from Spamming;
- 4.1.15.** eliminate telecommunications network damage and restore access to Services according to the established indicators of quality within the time frames determined by the State Service of Special Communication Administration;
- 4.1.16.** during the first registration of the Subscriber's end equipment in the Roaming Partner's network for receiving

international Roaming Services notify the Subscriber on the amount of funds in the Personal Account (if technically possible), the cost of Services of telecommunications with the subscribers of the host country and Ukraine, of sending text messages, Internet access, as well as provide further information to the Subscriber being party to a written Agreement about technical impossibility to terminate provision of Services in the event of lack of funds in his/her Personal Account. Upon that, the temporary suspension of international Roaming Services shall be performed after receiving the relevant information from the Roaming Partner;

4.1.17. provide free advice to Subscriber with regards to ordering and receiving Services at the Subscribers' Service Centre, Self-servicing system, points of sale and through providing access to information centres;

4.1.18. take measures to prevent unauthorized access to telecommunications networks and information transmitted therethrough;

4.1.19. disclose information about the quality of Services in accordance with the legislation;

4.1.20. prior to entering into Agreement provide customer with comprehensive information on the free of charge basis about the content, quality, cost, and procedure for provision of Services;

4.1.21. keep records of Services provided within the limitation period specified by the legislation, and provide information on the provided Services in the manner prescribed by the legislation;

4.1.22. when providing voice telecommunications Services ensure connection to any subscriber of public telecommunications network at the request of the Subscriber;

4.1.23. limit the possibility of Services receipt by the Subscriber in the event of lack of funds in the Personal Account or reaching Ceiling Amount through temporary suspension of Service provision;

4.1.24. charge for actual time of Services receipt by the Subscriber;

4.1.25. perform tariff calculation based on the cost of production of Services inclusive of profit making;

4.1.26. when providing voice telecommunications Services to the Subscriber ensure possibility of free around the clock calling to emergency services: Fire Service (101), Police (102), Emergency Medical Service (103), Gas Emergency Service (104), Emergency Aid Service (112);

4.1.27. at the Subscriber's request provide information on the list of certified subscriber's equipment, which can be connected to public telecommunications network;

4.1.28. notify the Subscriber of any limitations, cessation of Services provision and disconnection of end equipment of the Subscriber from the Network subject to the Terms, the Agreement and legislation;

4.1.29. notify the Subscriber of the change of the Subscriber's number in case of Network modernization;

4.1.30. inform the Subscriber on the term, upon occurrence of which the provision of Services, whereon the monthly Subscriber Fee is not charged and those requiring continuous use of resources, may be stopped;

4.1.31. provide the Subscriber with other information specified by the legislation and the Terms;

4.1.32. maintain accurate records of the amount and cost of Services provided to the Subscriber for each type of Services separately;

4.1.33. provide Services to the Subscriber around the clock in accordance with the quality indicators set by the Order of the Ministry of Transport and Communications No. 147 dated 19.03.2010 "On Levelling Quality of Mobile Communications Services" and by the Order of the Ministry of Transport and Communications No. 91 dated 22.02.2010 "On Levelling Quality of Fixed Communications Services";

4.1.34. ensure correct administration of tariffs and timely informing the Subscriber about their change;

4.1.35. upon the request of the Subscriber eliminate damage to the Operator's equipment positioned at the Subscriber's site, subscriber line; perform other works (for fixed communications Services);

4.1.36. in accordance with the legislation take appropriate measures to ensure the secrecy of telephone conversations or other information transmitted through the Network, privacy of information about the Subscriber and Services he/she received or ordered;

4.1.37. accept the requests, applications, complaints and suggestions from the Subscriber, and reply to them within the period set out by the legislation;

4.1.38. eliminate damage to the Network within the period provided by the Order of the Ministry of Transport and Communications No. 147 dated 19.03.2010 "On Levelling Quality of Mobile Communications Services" and by the Order of the Ministry of Transport and Communications No. 91 dated 22.02.2010 "On Levelling Quality of Fixed Communications Services". Should the period to eliminate damage to the Network be not defined by the legislation, such damages shall be eliminated by Operator within 5 days upon recorded date of submitting of the relevant notification of damage by the Subscriber;

4.1.39. within 30 days after receiving a written request from the Subscriber, return the funds that remain in his/her Personal Account after the termination of the Agreement. The funds shall be returned through the banking institution of Ukraine determined by the Operator;

4.1.40. provide the Subscriber with free access to general voice directory inquiry service defined by the National Numbering Plan (in case of such service operation).

4.2. The Operator shall be entitled:

4.2.1. to carry out activities in telecommunications sector in accordance with legislation;

4.2.2. to assignment of phone numbers to Subscribers within dedicated numbering resource and engagement of personal numbers in accordance with the procedure established by NCCIR;

- 4.2.3.** to change the Network coverage and Roaming Partners;
- 4.2.4.** to determine the procedure and conditions of the connection to network, payments for Services;
- 4.2.5.** to replace one Tariff Plan with another. Depending on the technical capability and characteristics of the technical implementation of such replacement, it can be implemented in stages (for groups of Subscribers);
- 4.2.6.** to set new Tariff Plans, fees for particular Services, cancel or modify Tariff Plans (including in stages provided that no technical capability of simultaneous switch of all Subscribers from one Tariff Plan to another is available) or fees for particular Services. Agreed value of Installation Work specified in the Order cannot be changed by Operator without Subscriber's consent;
- 4.2.7.** to introduce amendments to the Terms, tariffs and conditions for provision of particular Services;
- 4.2.8.** without additional written approval of the Subscriber to use and process information about Subscribers and Services provided, including the amount of Services received, their duration, cost, outstanding indebtedness, content, routes of transmission, etc. (particularly for the Subscriber's servicing, formation of telecommunication behavior coefficient, detection, determining and fixing breaches in traffic routing, other violations in telecommunications sector) and to transfer this information to the third parties to the extent and in accordance with applicable legislation of Ukraine;
- 4.2.9.** to suspend, restrict, cease provision of Services and disconnect user equipment from the Network in cases stipulated by the Terms, the Agreement and/or the legislation, in particular if the Subscriber has failed to pay outstanding amount within the time frames prescribed by the Terms, the Agreement or the legislation;
- 4.2.10.** to reduce the set Ceiling Amount or cancel it completely in cases where the Operator will have reasonable doubts about the solvency of the Subscriber, and in case of repeated delay in payment by the Subscriber. The Operator shall notify the Subscriber about the introduction of such changes in the manner prescribed by the Terms;
- 4.2.11.** to suspend activities in telecommunications sector in part (discontinue provision of one or more Services) or in full (discontinue provision of all Services);
- 4.2.12.** to refrain from connecting and/or to disconnect Subscriber's end equipment connected to the telecommunications network in case of absence of documents confirming its compliance with regulatory requirements applicable in telecommunications sector, and/or otherwise as determined by the legislation;
- 4.2.13.** to change the Subscriber's phone number for technical reasons upon notifying him/her no later than one month before such change;
- 4.2.14.** to terminate the Agreement with the Subscriber in cases and manner stipulated by the Terms, the Agreement and/or the legislation;
- 4.2.15.** to carry out audio, photo, video recording, as well as to record phone conversations between the Operator and the Subscriber without prior notice of the Subscriber when providing Subscriber's servicing at the Subscribers' Service Centres, the Operator's information help centres or offices;
- 4.2.16.** to inform Subscribers about the Operator's Services (including after porting Subscriber's number in the telecommunications network to another mobile operator of Ukraine).
- 4.2.17.** to refuse to conclude the new Agreement with the Subscriber in case of:
 - 4.2.17.1.** if an individual or a legal entity has outstanding debts to the Operator under any prior concluded Agreement;
 - 4.2.17.2.** if an individual or a legal entity intends to connect more than 5 of phone numbers to connect more than five telephone numbers without making an additional (advance) payment or fulfilling other Operator's requirements due to technical limitations.

5. PROCEDURE AND TIME FRAMES FOR SUBSCRIBER INFORMING

- 5.1.** The Subscriber shall be informed about the change of the Terms through posting a new version of the Terms on the Website and as well as notification on the same resource about such change of the Terms not later than 7 days before the changes are applied. In addition, information on change of the Terms can be distributed by placing notifications in printed media.
- 5.2.** The Subscriber shall be informed through Self-servicing System about the Services received and the amount payable on a permanent basis.
- 5.3.** In the event of change of terms for Service provision (including change of tariffs and replacing one Tariff Plan with another):
 - 5.3.1.** Prepaid Subscriber and Contract Subscriber shall be informed by posting a notification on the Website no later than 7 days before the changes are applied. In addition, notification on change of terms for Service provision may be made by sending a message to the Subscriber's end equipment, placing notification in printed media and by other communications means available to the Parties.
 - 5.3.2.** Corporate Subscriber shall be informed by sending a message on his/her end equipment and/or sending written notification no later than 7 days before the changes are applied. In addition, notification on change of terms for Service provision may be made by placing notification in printed media and by other communications means available to the Parties.
- 5.4.** When changing network identifier of the end equipment the Subscriber shall be informed by sending a message on his/her end equipment or by other communications means available to the Parties at any time before such change. When changing Subscriber's number he/she shall be informed not less than one month before such change.
- 5.5.** About the downtime on the Network during capital, scheduled, repair work, preventive maintenance and other

works, about Network faults and estimated time for restoring provision of the Services, as well as the conditions to receive or discontinue provision of Services in case of contingencies, public emergency and martial law the Subscriber shall be informed when he/she contacts the Operator's information help centres, Subscribers' Service Centre or through the Website. Additional information about the estimated time to eliminate the Network faults can be distributed by placing relevant notification in regional or national media (depending on the scale of the fault) if there is reason to believe that the damage to the Network will not be resolved within one day. Information on performing capital, scheduled, repair work, preventive maintenance or other works shall be distributed at least 10 working days before performance of such works.

5.6. About shortening of the Services list, limitation, suspension or termination of Services provision at the initiative of the Operator, the Subscriber shall be informed by sending a message on his/her end equipment or by other communications means available to the Parties at any time before shortening of the Services list, limitation, suspension or termination of Services provision. In case of shortening of the Services list, limitation, suspension or termination of provision of Services, the payment for which should be made within clearly defined term (fixed communications Service for Corporate Subscribers), such message shall be sent at least 10 days (for public services – at least one month) before shortening of Services list, limitation, suspension or termination of provision of Services and include the payment due date. Notification about shortening of Services list, limitation, suspension of Service provision can serve as well as notification about possible termination of Service provision if this will be explicitly stated therein. About termination of Services provision at the initiative of the Operator the Contract Subscriber and Corporate Subscriber shall be informed in writing. Notification about shortening of Services list, limitation, suspension or termination of Services provision shall include the period or date, as applicable, of shortening of Services list, limitation, suspension or termination of Services provision.

5.7. About the change of Ceiling Amount, the Subscriber shall be informed by sending a message on his/her end equipment and through Self-servicing System. In the event of change of the Ceiling Amount set in the Terms, the Subscriber shall be informed by introduction of changes to the Terms and publishing notification of such changes in accordance with the procedure specified herein. In the event of change of the Ceiling Amount set in the terms of relevant Supplementary Service of the Operator, the Subscriber shall be informed by posting relevant notification on the Website on introduction of changes to the terms of provision of by the Operator of the relevant Supplementary Service.

5.8. About the termination of the Operator's activities in telecommunications sector (including termination of one or more Services), the Subscriber shall be informed no later than 3 months before the termination of activities by posting notification on the Website and through the national media.

5.9. Requirements regarding connection and use of end equipment shall be communicated to the Subscriber in an accessible form by placing relevant information at the sale points, Subscribers' Service Centres, the Operator's information help centre and on the Website.

5.10. About locations covered by the Operator's Network coverage, number and list of countries where the Roaming Services are provided, the list of Roaming Partners the Subscriber can be informed at the Operator's information help centre, Subscribers' Service Centre or sale points.

5.11. About termination of an Agreement at the the Operator's initiative, the Subscriber shall be informed by sending a message on his/her end equipment prior to such Agreement termination within the term specified by the legislation and/or the Agreement. Should the Agreement be terminated due to termination of all Services under the Agreement, notification of termination on provision the last Service under the Agreement shall constitute notification of the Agreement termination as well. Contract Subscriber and Corporate Subscriber shall be informed about the termination of the Agreement in writing.

5.12. In the event of change of name, legal structure, address, the Operator's bank details or details for tax payment, the Subscriber shall be informed by posting relevant notification on the Website no later than 20 days upon these changes' entry into force.

6. RESTRICTIONS OF SERVICES USE AND CAUTIONS

6.1. When using the Services, Supplementary Services of the Operator (including Content Services), the Subscriber is prohibited to:

6.1.1. restrict access of other Subscribers to the Operator's Network or prevent other Subscribers form Service usage;

6.1.2. send Spam, advertising, news and other materials unless the addressees agree to receive such kind of materials;

6.1.3. execute self-willed (unauthorized) entry into any programmes, databases and other components of various programme elements of the Operator's Network, and take any other actions resulting in operating trouble meaning action, exercise or attempt to exercise that involves criminal and administrative liability under the legislation of Ukraine;

6.1.4. use the Network for any illegal activities, and actions that violate public order, infringe upon the honor and dignity of citizens and organizations, or cause their complaints;

6.1.5. commit misuse when using intervals of calls that are not subject to billing, as well as misuse related to violation of routing rules or any other misuse of the Operator's Services. Thus, misuse is understood as the use of

Services by the Subscriber in such a way that other Subscribers or the Operator suffer or may suffer losses, provided that such Service usage is carried out not to meet the needs met by means of telecommunications services;

6.1.6. send software codes through the Operator's Network together with viruses or other harmful components;

6.1.7. violate rules of use of any Internet resources established by the owners of such resources. If the Subscriber does not agree with the rules of use of any Internet resources, he/she should immediately stop using those;

6.1.8. commercially exploit the Subscriber's equipment to provide telecommunications services to third parties.

6.2. The Operator reserves the right to refuse Subscriber in sending information or to remove any information and materials from its servers in full or in part if they violate the legislation of Ukraine or the present Terms.

6.3. Due to specific nature of radio-wave propagation, the mobile communication may depreciate or be interrupted within or near constructions, in tunnels, basements and other underground constructions because of terrain features and housing development, weather conditions, etc. In this regards, such interruptions or communications downtime in some areas shall not be considered to be the fact of improper execution of Operator's obligations.

6.4. The Subscriber must be aware that the invoices for Operator's Services and Supplementary Services, specifications, as well as other materials that may be confidential and that are send to Subscriber by e-mail, may be available for computer trespassers due to the possible vulnerability of e-mail systems. In connection with this, Operator shall not be liable for possible disclosure of confidential information of the Subscriber due to illegal entry into Subscriber's mailbox by computer trespassers, message wiretapping during the delivery process, as well as in other cases when computer trespassers obtain access to confidential information of the Subscriber.

6.5. Maximum amount that can be put into Personal Account of Prepaid Subscriber for provision of mobile communications services is UAH 3000. Operator shall also have the right to determine the specific limitations in terms of the provision of certain Services. Information about such limitations is placed on the Website.

6.6. The minimum data transmission speed for the Internet access for fixed communications services is 10 megabits per second, unless otherwise established under an agreement. The maximum data transmission and data reception speed for the Internet access for mobile communications services is: 5,76 megabits per second – transmitting, 42,20 megabits per second – receiving.

7. TARIFFS AND SETTLEMENT PROCEDURE

7.1. Tariffs for all types of Services are determined by the Operator in its absolute discretion.

7.2. The Operator shall have a right to create Tariff Plans that cover different terms of payment, prices, types of Subscribers for whom such Tariff Plans are available and different terms and conditions for Services receipt. Tariff Plans are divided into:

- Tariff Plans for Subscribers of "Home Internet" Service;
- Tariff Plans for Prepaid Subscribers of mobile communications services;
- Tariff Plans for Contract Subscribers of mobile communications services (these Tariff Plans are also available for Corporate Subscribers and, if technically possible, Registered Subscribers of mobile communications services);
- Tariff Plans for Subscribers of "Direct Number" Service;
- Tariff Plans for Corporate Subscribers of mobile communications services;
- Tariff plans for Corporate Subscribers of fixed communications services;
- Tariff plans on fixed communications services for Contract Subscribers ;
- Tariff plans on Internet access for Contract Subscribers .

7.3. Tariff Plans may be indeterminate and fixed-term. Fixed-term Tariff Plan is a plan where the Operator has directly defined its minimal and maximal period of validity; all other Tariff Plans are indeterminate.

7.4. The Subscriber receives mobile communications services under the terms and conditions of advance payment unless otherwise specified in the Agreement. Generally, each Subscriber of mobile communications services shall be provided with the opportunity to receive Services with the subsequent payment of the amount equal to 25% of the average cost of mobile communications services for the last four months (Ceiling Amount) if all the following conditions are met:

- the Subscriber uses mobile communications services at least four months;
- average amount of payment for the last 4 months amounts to not less than UAH 40;
- the Subscriber has not used the other opportunities to receive Services with the subsequent payment (order of the Supplementary Service of the Operator, participation in the Operator's loyalty programme, using Tariff Plan, which provides special conditions of receiving Services with the subsequent payment, etc.);
- amount of the Subscriber's payments for mobile communications services exceeds the amount of initial payment by UAH 200.

The Ceiling Amount shall be determined by the Terms and applied to each Personal Account separately. In case if the Subscriber of mobile communications services used other opportunities to receive mobile communications Services with the subsequent payment, the Ceiling Amount shall be determined by the terms of the corresponding Supplementary Service of the Operator, loyalty programme, special Tariff Plan, etc. The Agreement with Corporate Subscriber of mobile communications services may specify other Ceiling Amount as well as conditions and rules for its appliance.

- 7.5.** “Home Internet” Service shall be provided upon prepayment.
- 7.6.** The Corporate Subscriber of mobile communications services shall be provided with Services upon subsequent payment without determination of the maximum amount, for which the Services will be provided.
- 7.7.** When providing the “Direct Number” Service, the same payment procedure as for mobile communications services that Subscriber uses is applied.
- 7.8.** Tariff Plans for Prepaid and Contract Subscribers shall be used under conditions, which are identical for all Subscribers. These Tariff Plans may be amended by the Operator according to the procedure stipulated by the legislation. Amendments to Tariff Plans cannot be related to a particular case and are common for all Prepaid Subscribers, who are serviced according to the terms of the respective Tariff Plan. Tariff Plans for Corporate Subscribers may be amended in the Agreement depending on the size of the monthly average payment made by the Corporate Subscriber, the number of phone numbers serviced, volume of Service consumption, etc.
- 7.9.** In relation to each tariff Plan for Corporate Subscribers, the Operator shall have a right to appoint the number of persons who can be provided with Services at the given tariffs.
- 7.10.** Payment for the Services shall be carried out on the basis of invoices, provided that they have been ordered by the Subscriber by means of submitting the corresponding written application to the Operator or in the manner prescribed in the Agreement. The Subscriber shall obtain detailed information on the amount payable with the help of the Self-servicing System or in the Subscribers’ Service Centre. Contract and Corporate Subscribers shall obtain the additional information on the amount payable through mailing (including electronic mailing), if such way of informing is provided in the Agreement.
- 7.11.** The Subscriber shall pay for Services with the help of Scratch Cards, recharge codes and cash through cash desks and branches of banks, determined by the Operator and using other means indicated on the Operator’s Website. Corporate Subscriber and Contract Subscriber can also pay for provided Services through cashless transfer to the bank accounts of the Operator indicated on the Website.
- 7.12.** In case if payment for Services is made by prepayment, the Subscriber shall make the payment prior to the moment when there are no funds available in the Personal Account or the Ceiling Amount is reached.
- 7.13.** In case if payment for Services is made after their provision, the Subscriber shall pay the accrued amount before the 20th day of the month following the billing one. If the Subscriber who pays for Services on the basis of invoices prepared by the Operator, fails to receive the invoice before the 15th day of the month following the billing one, he/she should address the Operator for information concerning the amount payable and settle the payment before the 20th day of the month following the billing one.
- 7.14.** The moment of Subscriber’s payment for Services provided by the Operator shall be deemed the moment of monetary resources crediting to the current account of the Operator.
- 7.15.** The payment procedure related to the Installation Work shall be defined in the relevant Order, which covers the execution of such work.
- 7.16.** Tariff Plans or the terms of the separate Services provision may imply the need for the Subscriber to pay Guarantee Deposit. The Guarantee Deposit is paid before the signing of the Agreement or certain Service activation and said to be the tool to ensure fulfilment of the Subscriber’s obligations under the concluded Agreement. In case of the Agreement termination with outstanding indebtedness of the Subscriber, Operator shall have a right to use the Guarantee Deposit for debt redemption, and the remaining amount shall be returned to the Subscriber within 30 days period from the day of the Agreement termination.
- 7.17.** By the decision of the Operator, the size of the Guarantee Deposit may be amended or the Subscriber may be exempt from its payment.
- 7.18.** The Operator shall have a right to determine the size of its Services tariffication unit. The tariffication unit of mobile communications services shall be established at the level of one second, excluding Roaming calls, tariffication interval of which is determined by the Roaming Partner on the basis of the corresponding agreement with the Operator. Tariffication of services on non-voice information transfer is performed per byte and per item. Tariffication unit is specified in each separate Tariff Plan or Tariff for a certain Service.
- 7.19.** Tariff Plans may include the possibility of paid or non-paid change of one Tariff Plan to another one. Should there be a special fee for Tariff Plan change, it shall be specified in the terms of the new Tariff Plan.
- 7.20.** The Subscriber is provide with detailed information on accrued amount payable on a permanent basis with the help of the Self-servicing System. Contract and Corporate Subscribers shall additionally receive detailed information on the accrued amount payable by mailing (including e-mailing) on a monthly basis, if so stipulated by the Agreement.
- 7.21.** The Operator can offer the Subscriber discounts for the Services and establish the terms for their provision. Discount terms, if available, shall be announced on the Website, in the appropriate Orders, or in a separate supplementary agreement signed by the Parties. In case if discount terms shall not be observed, including due to Order or the Agreement termination (through no fault of the Operator), the Operator shall cancel the discounts granted, and the Subscriber in its turn, at the request of the Operator, shall pay the latter the amount equal to the amount of discounts allowable in the form of payment for the unpaid cost of Services. The Subscriber shall be informed on the need to settle such payment through Self-servicing System. The payment shall be settled within 7 days from the date of discount cancellation by the Operator.

7.22. Paying back the funds to the Subscriber due to failure to provide Services, provision of Services of inadequate quality and in other contentious cases, shall be performed by the Operator after consideration of the application of Subscriber concerning refund. In case of Operator`s consent, paying back of funds to Subscriber shall be made within 30 days through the banking institution defined by the Operator or with the use of financial services provided in accordance with the requirements of the legislation on payment systems and transfer of funds, subject to the reservations specified in paragraphs 12, 13 of paragraph 76 of the "Rules for the Provision and Receipt of Telecommunications Services" approved by the Resolution of the Cabinet of Ministers of Ukraine No. 295 as of 11.04.2012. In case of Operator`s refusal to refund, dispute concerning the refund can be settled in court in accordance with current legislation.

7.23. In the event of the Agreement termination, the Subscriber shall repay the debt for the received Services within 15 days from the date of the Agreement termination. In case if at the date of the Agreement termination and after debt repayment for the received Services the unused funds remain in the Personal Account of the Subscriber, the Operator shall refund them according to the procedure specified herein.

7.24. Benefits established by the legislation shall be granted from the date of the Subscriber`s submission and presentation of documents certifying the right to such benefits.

8. LIABILITY

8.1. For the failure to perform or improper performance of the Terms and the Agreement, the Parties shall bear liability in accordance with the current legislation, the Agreement and the Terms (including compensation of losses). In Addition, the Subscriber shall bear liability in accordance with para. 37 of "Rules for Provision and Receipt of Telecommunications Services" approved by the Resolution of the Cabinet of Ministers of Ukraine No. 295 dated 11.04.2012, and the Operator - in accordance with cl. 40 of "Rules for Provision and Receipt of Telecommunications Services" approved by the Resolution of the Cabinet of Ministers of Ukraine No. 295 dated 11.04.2012.

8.2. In the event of default of the Subscriber to pay for the Operator`s Services, the latter shall have a right to demand from the Subscriber to pay penalty interest at the rate equal to the discount rate of the National Bank of Ukraine of the amount of indebtedness for each day of delay. In this case, the demand of the Operator to pay penalty interest may be raised by including the amount of penalty to the amount of the next payment for Services or through a separate claim. If the amount of penalty is included to the next payment for Services, the amount of penalty shall be specified in the detailed information concerning amount payable in a separate line.

8.3. The limitation period in respect of demand to pay penalty interest shall be 3 years. Accrual of penalty shall be performed throughout the lifetime of the debt of the Subscriber to the Operator.

8.4. Temporal suspension or limitation of Service provision by the Operator executed by the Operator according to the provisions of the Terms, the Agreement or the legislation, shall not stop charging penalty interest and shall not release the Subscriber from the obligation to repay the debt for the Services consumed.

8.5. In case if the Corporate Subscriber violates the provisions of the Terms concerning impermissibility of early termination of the Agreement and/or Order providing for Installation Works, or in the event of unwarranted refusal of the Subscriber to accept Installation Works performed by the Operator, the Subscriber shall compensate the Operator losses resulting therefrom and additionally pay a penalty in the amount of 10% from the cost of Installation Works, acceptance of which has been refused by the Subscriber or has become impossible due to early termination of the Agreement or Order at the Subscriber`s option.

8.6. In case if the Operator fails to perform Installation Works due to the Subscriber`s acts or omissions (lack of access to the premises where Installations Work are to be performed, non-compliance of such premises with the Terms for the Provision of Services or equipment operation practices set out by the Operator (humidity, fire danger, etc.), the failure to provide output data (configuration) by the Subscriber, etc.), the Operator shall have a right to refuse to perform the Installation Works and claim compensation of damages incurred by the Operator in connection with the impossibility of execution/completion of the Installation Works.

8.7. In case if telecommunications equipment of the Operator is lost or damaged by the Subscriber, the Subscriber shall, within 10 days term from the expiration date of equipment usage agreed between the Parties, reimburse the Operator the cost of lost, damaged or untimely returned telecommunications equipment. Return of specified telecommunications equipment shall be performed in any Subscribers` Service Centre.

8.8. In case if the Subscriber returns the Operator`s telecommunications equipment with delay, within 10 days term from the expiration date of telecommunications equipment usage agreed between the Parties and upon request of the Operator, the Subscriber shall also pay a penalty in the amount of 1% of the cost of equipment that was untimely returned for each day of delay.

9. REDUCTION OF THE LIST (LIMITATION) OF SERVICES TO BE PROVIDED, SUSPENSION AND TERMINATION OF THE SERVICE PROVISION

9.1. The process of Service provision may be limited (list of Services to be rendered – shortened) or temporarily suspended in the following cases:

9.1.1. upon request of the Subscriber for a period defined by the Subscriber but not exceeding 12 months period. At the discretion of the Subscriber, renewal of Service provision can be executed before the occurrence of the date set out

in the statement on temporary suspension of Service provision. However, the fee paid for temporary suspension of Service provision shall not be adjusted unless it is charged on a monthly basis;

9.1.2. in violation by the Subscriber of the limits related to the Service usage as set by the Terms. In such cases, the Service provision is limited or temporarily suspended for a period until the Subscriber eliminates violations identified by the Operator;

9.1.3. in case of repair works aimed at rectification of Network faults, capital, preventive, scheduled maintenance and other works, which performance make it impossible to provide Services. In such a case, the Service provision is limited or temporarily suspended for a period required for performance of the mentioned works;

9.1.4. in the event of lack of funds in the Personal Account or reaching the Ceiling Amount (when providing prepaid Services). In such a case, the Service provision is limited or temporarily suspended until the Subscriber recharges his Personal Account. The provision of Roaming Services, considering technical capabilities of inter-operator data exchange system related to the Services provided to the Subscriber, may continue or be terminated with some delay in case of lack of funds in the Personal Account or reaching the Ceiling Amount;

9.1.5. in case if within three months the Subscriber does not use mobile communications services or “Direct Number” Service that are provided by the terms of Tariff plans, which do not require periodic payments;

9.1.6. in the absence of technical capability to continue the Service provision, in particular due to force majeure events or substantial change in circumstances. In such cases, the Service provision is limited or temporarily suspended until the cessation of the circumstances that caused such limitation or temporal suspension of the Service provision;

9.1.7. in the event of natural disaster, contingencies, public emergency and in other cases provided by the legislation or provisions of the Agreement. In such cases, the Service provision may be limited or temporarily suspended until the cessation of the circumstances that caused such limitation or temporal suspension of the Service provision.

9.2. The Service provision may be terminated in the following cases:

9.2.1. violation by the Subscriber of the limits related to the Service usage as set by the Terms;

9.2.2. if prepaid Subscriber, to whom provision of mobile communications services has been limited or temporarily suspended due to lack of payment (or non-use of Services), does not recharge his/her Personal Account within 12 months from the date of the mentioned limitation or suspension of the Services provision (unless otherwise determined by the Tariff Plan terms). Recharging of Personal Account in this clause shall mean the recharging of the abovementioned Subscriber’s Personal Account using the Scratch Cards for any amount or recharging of the Personal Account using other methods of payment for the amount not less than UAH 40;

9.2.3. if the Subscriber of mobile communication services does not renew the Service provision within 3 months from the date of limitation or temporal suspension of the Services provision due to non-use of such Services;

9.2.4. if the Subscriber of “Home Internet” Service, to whom provision of Services has been limited or temporarily suspended due to lack of funds in the Personal Account or reaching the Ceiling Amount, does not recharge his/her Personal Account within 3 months from the date of specified limitation or temporal suspension of the Service provision;

9.2.5. if the Operator is not able to renew the Services within 60 days, provision of which was limited or temporarily suspended due to force majeure events or substantial change in circumstances provided by the legislation or the Agreement;

9.2.6. if Contract Subscriber or Corporate Subscriber of mobile communications services, provision was limited or temporarily suspended due to the to lack of funds in the Personal Account or reaching the Ceiling amount, does not recharge his/her Personal Account within 60 days from the date of specified limitation or temporal suspension of the Service provision for the amount ensuring the positive balance of the Personal Account;

9.2.7. if the Corporate Subscriber who receives the Services with the subsequent payment, does not repay the debt within one month after the period specified in the notification on due date;

9.2.8. on other grounds stipulated in the Agreement, the Terms or the legislation.

9.3. When temporary terminating or limiting provision of mobile communications services to the Subscriber under the terms of the Agreement, according to which the Subscriber uses phone number for mobile communications services, to which the incoming calls are diverted when providing the “Direct Number” Service, provision of “Direct Number” Service shall be suspended until renewal of mobile communications services provision. In such a case, the paid Subscriber Fee (if provided under the Tariff Plan) shall not be subject to recalculation or refund.

10. AGREEMENT VALIDITY PERIOD AND PROCEDURE FOR ITS TERMINATION

10.1. The Agreement shall be deemed concluded at the moment defined by the clause “Types of Agreements and Procedure for their conclusion” of the Terms and shall be valid for 50 years unless otherwise specified in the Agreement.

10.2. The Agreement shall be terminated:

10.2.1. with the expiry of the Agreement period;

10.2.2. at the time of termination of all Services under the Agreement by the Operator (including resulting from occurrence or existence of the Subscriber’s indebtedness for provided Services). At the same time, if the Agreement with the Prepaid Subscriber is terminated due to lack of payment for mobile communications services, the Subscriber within 31 days from the date of termination of the Agreement may use Number Restoration Service (Agreement renewal) by ordering such Service, and after that recharge the Personal Account within 7 days from the date of

ordering the Number Restoration Service. At the moment of Personal Account recharging, fee for Number Restoration Service shall be charged from the Subscriber, if such fee is defined by the Operator. After recharging the Personal Account, Subscriber shall make payable outgoing call. In case if after the Personal Account recharging, Subscriber fails to make any payable outgoing call, Agreement with such Subscriber shall be terminated by the Operator unilaterally on the 8th day after ordering Number Restoration Service. The Operator provides the Subscriber with Number Restoration Service up to three times for each separate phone number for mobile communications services;

10.2.3. at the discretion of the Subscriber (with consideration of restrictions defined in cl. 10.5 herein). Provided that, Subscriber shall submit to the Operator the respective application for termination of the Agreement through the Subscribers' Service Centre or send it to the Operator's postal address;

10.2.4. at the discretion of the Operator if it appears that the data provided by the Subscriber when concluding the Agreement, is unreliable; if the Subscriber has outstanding debts to the Operator in connection with previously concluded Agreement and this case has been revealed after conclusion of the new Agreement, and if it appears that a representative of the Subscriber who signed the Agreement on behalf of the Subscriber, acted in excess of his/her powers that was not approved by the Subscriber;

10.2.5. due to cancellation, invalidity, expiry of the license for respective activity type in the telecommunications sector or license to use radio frequency resource (in case if it prevents further provision of all Services under the Agreement).

10.3. The Agreement on provision of "Direct Number" Service shall be terminated upon termination of the Agreement, according to the provisions of which the Subscriber uses mobile number for mobile communications services, to which the incoming calls are diverted when providing the "Direct Number" Service.

10.4. In case if the Contract Subscriber intends to terminate the Agreement, he/she shall notify the Operator on such termination in written form not less than five (5) calendar days before the date of the Agreement termination.

10.5. In case of the Agreement termination, the Parties shall perform mutual settlement of accounts according to the procedure specified hereby.

10.6. Each Party shall be entitled to terminate a certain Order for fixed communications services by written notification of the other Party at least 30 days before the date of termination. The validity of the Agreement and/or Order, under which the Installation Work is still not completed, may be terminated by the Subscriber only in case of delay caused by the Operator's fault in completing such Installation Work for more than 60 days, and by the the Operator – only if in the course of Installation Work execution it has been established that there are no technical possibilities for its successful completion. The Subscriber cannot refuse to accept the completed Installation Work claiming its delay, if until completion of the Installation Work the Subscriber did not inform Operator concerning termination of Agreement and/or Order as a result of the delay in execution of the Installation Work.

10.7. The Agreement termination shall not cancel the consent of the Subscriber to process his/her personal data. Withdrawal of the Subscriber's consent to process his/her personal data is performed according to the procedure set out in the "Code of conduct when personal data handling at Private Joint Stock Company Kyivstar".

10.8. The Operator at the request of the Subscriber may renew the Agreement with the prepaid Subscriber who receives mobile communications services, which has been terminated as a result of Service provision suspension due to the Subscriber's violation of limitations defined in the Terms, in case if during the time of the Subscriber's application consideration, the corresponding Subscriber's number has not been assigned to another Subscriber.

11. MISCELLANEOUS

11.1. According to the legislation in the sphere of telecommunications and applications of citizens, as well as subject to the present Terms, when the Subscriber has complaints or propositions, he/she can address the Operator in the oral form by means of calling to the Operator's Information Help Centre or submit a written application to the Subscribers' Service Centre, specifying the matter of problem, his/her name and surname and address to be used for sending the response to such application. After having received a written application, the Operator shall consider it within 30 days and provide a written (or in any other form required by the Subscriber) response. In case if the obtained appeal or application includes a request or demand to perform certain actions, the Operator, if it agrees to perform such actions, shall perform them without prior written notification of the Subscriber unless the request or demand requires notification of the Subscriber on satisfying the request or demand.

11.2. In case if the ID card of the Subscriber is stolen, it is recommended to address the Operator's Information Help Centre or Subscribers' Service Centre and inform of such stealing, whereafter the Operator shall block the stolen ID card to reduce or prevent losses of the Subscriber. The Operator may refuse to block the ID card of the Subscriber in case if the Subscriber has previously approved the other procedure for card blocking, the Subscriber can not prove that he/she is the owner of the stolen ID card (according to the procedures prescribed by the Operator), and in case if the phone numbers, from which a message concerning the necessity to block ID card is received, have been previously identified by the Operator as the ID cards from which fraudulent actions are likely to be carried out against the Operator or other Subscribers.

11.3. When establishing the connection and further at provision of the Subscriber with "Home Internet" Service, setting of the Subscriber's end equipment (including WiFi Router) is a certain chargeable Supplementary Service of the Operator unless otherwise specified in the terms for "Home Internet" Service provision.

11.4. The Subscriber shall be deemed to have not given his/her consent to disclose the information on his/her full name (for legal entities – name of the company), address and phone number in the phonebook which is intended for public use, if he/she failed to provide the Operator with relevant written statement through the Subscribers' Service Centre.

11.5. According to the Law of Ukraine "On Protection of Personal Data" the Subscriber grants his/her perpetual consent to process and entry into the specific database of his/her personal data included to the Agreement (for Registered Subscriber – included to the registration documents), as well as to transfer the personal data from such database (including to the other countries) to third parties in accordance with current legislation and the "Code of conduct when personal data handling at Private Joint Stock Company Kyivstar" available at the Website. Actions directly specified in the given clause may be executed for adequate service provision to the Subscriber and Agreement performance, including but not limited to effective and qualitative operation and maintenance of telecommunications network, arrangement of the Subscriber's indebtedness collection and assignment of the rights of demand to the Subscriber to third parties, representation of the Operator's interests by third parties in state and local authorities, adequate provision of Content Services, mailing and newslettering to Subscribers/Customers, etc. The Operator shall not store and/or process personal data of Subscribers, who receive Services in depersonalized form, as such Subscribers do not present their personal data in order to receive Services of the Operator.

11.6. The Operator registers a tax invoice in accordance with conditions of the Tax Code of Ukraine that is valid on the date of the occurrence of a tax liability. Corporate Subscriber that is payer of VAT receives the tax invoice by sending request to the Unified register of tax invoices.

11.7. Any disputes that may arise between the Parties in the course of execution, amendment or termination of the Agreement and that Parties fail to settle through good faith consultation and negotiation shall be resolved in court in accordance with the current legislation of Ukraine.

12. CONTACT DETAILS

12.1. Operator's contact details:

Private Joint Stock Company Kyivstar

Address: 53 Degtjarivska Street, Kyiv, Ukraine, 03113

Tel.: (0 800) 300 460; (044) 209 0070

Legal entity identifier: 21673832

Address for complaints (applications and inquiries): 53 Degtjarivska Street, Kyiv, Ukraine, 03113

12.2. Contact details of the National Commission for the State Regulation of Communications and Informatization

Tel.: (044) 278 9793

Address: 22 Khreshchatyk Street, Kyiv, 01001

E-mail address: office@nkrz.gov.ua.