

Public Offer
for entering into an agreement for the provision of telecommunications services over mobile
radiotelephone networks of Sky Mobile LLC

1. General Provisions

1.1. This Agreement is a public offer and is published on the official website of Sky Mobile Limited Liability Company at: <https://www.beeline.kg> and/or in the "My Beeline KG" mobile application. Pursuant to Clause 2 of Article 398 of the Civil Code of the Kyrgyz Republic, publication and placement of the text of a public offer containing all material terms of an agreement for the provision of telecommunications services over mobile radiotelephone networks, hereinafter referred to as the "Agreement", constitutes a public contract - an official proposal (public offer) addressed to a prospective subscriber/user to enter into the Agreement on the terms set out in this public offer.

1.2. The terms of this public offer may be accepted by a prospective subscriber/user only by acceding to the proposed public offer in its entirety in accordance with Article 399 of the Civil Code of the Kyrgyz Republic, i.e. by fully and unconditionally accepting it in its entirety, without any conditions, exceptions or reservations. If the prospective subscriber/user disagrees with any of its terms, the prospective subscriber/user must refuse to accept the public offer. Upon acceptance of the terms of this public offer, the prospective subscriber/user becomes a Subscriber, assumes the Subscriber's obligations and acquires the rights defined by this public offer.

1.3. This public offer is accepted by means of acceptance and contains all material terms of the Agreement, without being signed by the Parties. Provided that the prescribed acceptance procedure is followed, this Agreement shall be deemed concluded in simple written form, shall have legal force in accordance with Articles 395, 396 and 399 of the Civil Code of the Kyrgyz Republic, and shall be equivalent and equal in legal effect to an agreement on paper signed by the Parties.

For a prospective individual subscriber, the fact of full and unconditional acceptance of the terms of this public offer shall be the performance of actions to purchase a SIM card, select a Tariff Plan and successfully complete the personalization (registration) procedure.

1.4. This Agreement enters into legal force for Sky Mobile LLC from the moment its text is published and posted on the official website and/or in the mobile application. For a prospective individual subscriber, the Agreement shall be deemed concluded and shall enter into legal force upon receipt by such person of a notification confirming successful completion of the personalization (registration) procedure.

1.5. This Agreement governs the relations of the Parties in connection with the Operator's provision of telecommunications services over mobile radiotelephone networks (hereinafter - "mobile radiotelephone communication services" or "Services"). Under this Agreement, where technically feasible, the Operator provides Services for a fee in accordance with the Operator's current Tariff Plans and the terms of additional services, as independently determined by the Operator.

2. Procedure for Acceptance of the Public Offer

2.1. To enter into the Agreement, a prospective subscriber who is an individual must complete the personalization (registration) procedure either by self-registration (remotely) or through authorized persons at the Operator's SIM-card points of sale.

2.2. A prospective individual subscriber who intends to complete the personalization (registration) procedure shall perform the following actions, which together shall be deemed and recognized as acceptance:

- in accordance with the Operator's current offers, select and pay the cost of a SIM card with a Tariff Plan in order to obtain access to the Services;

- successfully complete the personalization procedure using one of the methods offered by the Operator within 30 calendar days from the date of purchase of the SIM card.

2.2.1. Confirmation that the Agreement has been concluded with an individual subscriber is the Operator's notification of successful completion of the personalization procedure.

2.2.2. If the personalization (registration) procedure is not completed and no notification from the Operator confirming successful personalization is received, the number shall be withdrawn.

2.3. Information on acceptance of this public offer is recorded by the Operator electronically and stored in the Operator's database.

2.4. Until notification of successful completion of the personalization procedure is received, access to the communication network and Services shall be provided to a limited extent necessary to complete the personalization (registration) procedure in accordance with the requirements of the legislation of the Kyrgyz Republic.

2.5. The Operator shall begin providing the Services in full, as provided for by the selected Tariff Plan, from the moment the Subscriber receives notification of successful personalization, but no later than 24 hours after such notification is received.

2.6. If a Subscriber and the Operator previously entered into a written agreement (on paper) under an earlier version of the agreement, and the Subscriber wishes to switch to a new Tariff Plan, obtain the relevant Services, or in other circumstances determined by the Operator, such Subscriber must complete the personalization procedure in accordance with the procedure established by this Agreement. The previous version of the agreement shall cease to be effective upon receipt of the notification of successful personalization, and from that moment this Agreement shall enter into legal force and apply.

3. Terms and Definitions Used

3.1. The terms and definitions used in this Agreement shall have the following meanings:

"Subscriber" - an individual who has reached the age of 16, has successfully completed the personalization (registration) procedure in accordance with the Rules for Provision of Mobile Radiotelephone Communication Services, and has entered into an agreement with the Operator with allocation of one or more Subscriber Numbers.

"Subscriber Number" - a number allocated by the Operator to the Subscriber for use during the term of the Agreement, identifying the Subscriber Terminal connected to the mobile radiotelephone communication network with a SIM card installed therein;

"Subscription Fee" - the amount of the Subscriber's payment for a billing period determined by the Tariff Plan or the relevant Service and constituting a fixed amount. The procedure for charging the Subscription Fee shall be determined by the Tariff Plan or the terms of

provision of the relevant Services.

"Subscriber Terminal" - user (terminal) equipment lawfully held by the Subscriber that provides the Subscriber with access to the Operator's Services by connecting such equipment to the Operator's network. The Subscriber is responsible for using a certified Subscriber Terminal/equipment in the communication network.

"ABS" - the Operator's automated billing system intended to automatically account for the volume of Services received by the Subscriber, charge for such Services, and account for payment for the Services;

"Operator Coverage Area" - the territory in which the Operator provides Services in accordance with the licenses obtained and technical capabilities;

"Short Text Message/SMS Message" - an informational message consisting of letters and/or numbers and/or symbols entered in a certain sequence and within the volume permitted by the technical capabilities of the Operator's network and the Subscriber Terminal;

"Positive Balance" - an advance amount (payment) deposited into the personal account by the Subscriber/User before the start of provision of the Services, determined by the selected Tariff Plan and creating a positive balance in the Subscriber/User's personal account. The minimum advance amount shall be determined by the Operator;

"Personal Account" - an individual Subscriber number under which the Subscriber is registered in the Operator's ABS and which is used to account for the volume of Services provided and the receipt and expenditure of funds deposited by the Subscriber as payment for Services;

"Self-Service Account" - a web service on the Operator's website: <http://www.beeline.kg>, enabling the Subscriber to access information on the Subscriber Number and manage the number and Services on that number. The functionality of the service is independently determined by the Operator.

"Operator" - Sky Mobile Limited Liability Company, carrying out telecommunications activities on the basis of licenses issued to it by the authorized state body.

"Processing of Personal Data" - any action (operation) or set of actions (operations) performed by the Operator or on its behalf with Personal Data, by automated means or without such means, for the purposes of collection, recording, organization, structuring, storage, alteration, retrieval, consultation, use, disclosure by transmission or other provision of access, alignment or combination, erasure or destruction.

"Personal Data" - digital data containing information of a personal nature, recorded information about a specific person, identified with a specific person or capable of being identified with a specific person, enabling identification of such person, including the following information: surname, first name, patronymic; date of birth; identity document details.

"User" - an individual who actually uses the Services;

"My Beeline KG Application" - the official mobile application of Sky Mobile LLC, enabling the Subscriber to independently review Beeline Tariffs and Services and manage Services on the Subscriber Number subject to the terms set out in the application user agreement. The functionality of the service is independently determined by the Operator.

"Billing Period" - the period for which the volume of Services actually received by and payable by the Subscriber/User is determined. The Billing Period is established independently by the Operator but may not exceed one month, except for Services provided to the Subscriber in roaming.

"Internet Sharing" - a Service that allows the Subscriber to share Internet access with other devices by using the Subscriber's device as a hotspot operating in router mode. It is provided by the Operator subject to the terms of the Subscriber's Tariff Plan and/or the terms of such Service.

"Roaming" - provision of Services by the Operator to the Subscriber/User when moving from the Operator's radio coverage area to the radio coverage area of another foreign telecommunications operator in another country on the basis of a roaming agreement between mobile operators. Roaming requires technical compatibility between the Subscriber Terminal and the network of the operator in the other country. In connection with use of the roaming Service, the Subscriber pays for roaming Services at the Operator's Tariffs and the Subscriber's obligations arise before the Operator.

"Roaming Partner" - a foreign mobile operator providing roaming Services outside the Kyrgyz Republic under an agreement with an operator of the Kyrgyz Republic;

"Cellular Network/Network" - a set of technical facilities and equipment intended to establish connections by means of switching equipment and radio signal transmitting/receiving equipment and ensuring the provision of mobile radiotelephone communication Services to Subscribers;

"Tariff Plan" - a set of pricing terms, features of provision and charging under which the Operator offers the use of one or more Services;

"Communication Services (Services)" - the receipt and transmission of messages (voice Services, SMS Messages) carried out by means of mobile radiotelephone communication. For purposes of the agreement concluded with Subscribers, Services also include services associated with communication services (service and information/reference support, telematic services, data transmission services), and other additional Services provided by the Operator.

"Fraud" - unlawful actions of a Subscriber/User and/or any third parties on the communication network involving unauthorized access, obtaining Services by simulating calls, suppressing (substituting or failing to provide) transmission of information on the calling Subscriber's number/IP address, calling line identification and call origin identification, or by any other unauthorized method.

"SIM Card (USIM, eSIM)" - an identification electronic module that provides access to the Operator's network.

"Service Command" - commands entered by a Subscriber/User that activate/deactivate the Operator's Services, initiate changes to the charging of the Operator's Services, or provide reference information to the Subscriber related to operation of the network and Services provided;

4. Subscriber Personalization (Registration) Procedure

4.1. Subscriber personalization (registration) shall be carried out in accordance with the requirements of the Rules for Provision of Mobile Radiotelephone Communication Services, except for Subscribers/Users using Tariff Plans for M2M and IoT devices, which are determined independently at the Operator's discretion.

4.2. Personalization (registration) may be carried out by the Operator through one of the registration systems available to the Operator: the Operator's subscriber management system at a sales and service office; a mobile application; a website; or other software tools of the Operator.

4.3. The Operator shall refuse personalization (registration) to a prospective Subscriber in the cases established by the Rules for Provision of Mobile Radiotelephone Communication Services.

4.4. To complete the personalization procedure, the Subscriber is provided with a SIM card (SIM cards) with a specific Subscriber Number (numbers). The Subscriber must complete the personalization (registration) procedure through one of the following Operator systems:

- at a sales and service office;
- through the My Beeline KG mobile application;
- other software tools of the Operator.

Personalization (registration) may be carried out:

- 1) by self-registration (remotely);
- 2) by registration of the Subscriber:
 - by an authorized representative of the Operator at sales and service offices;
 - by an authorized person at points of sale.

For the personalization (registration) procedure, the prospective Subscriber/User confirms consent to the Processing of Personal Data. For activation of the SIM card and completion of the personalization procedure, the Operator shall provide access only to the following Services:

- outgoing calls to the Operator's information and reference service number;
- USSD commands and incoming and outgoing SMS Messages solely for exchange of information with the Operator;
- Internet access for completion of the self-personalization procedure, including downloading the Operator's mobile application.

Personalization of a prospective Subscriber/User in the Operator's registration system shall be carried out subject to the following mandatory conditions:

- provision of a photo or video image of the front and reverse sides of the original identity document;
- provision of a photo or video image of the Subscriber/User together with the original identity document bearing the person's photograph;
- provision of consent to the collection, Processing, use, storage and transfer of Personal Data.

Until the personalization procedure is completed, only a limited set of Services necessary for number registration shall be available on the SIM card. If the personalization procedure is not completed/is unsuccessful and/or the SIM card is not activated within 30 days from the date the SIM card is received, the Operator shall have the right to charge the Subscriber 50 (fifty) soms for one SIM card, which amount shall be deducted from the personal account of the number.

4.5. An individual Subscriber/User may not transfer the SIM cards provided to them with the corresponding Subscriber Number to other persons without re-registering the number in the name of the new User. Otherwise, the Subscriber bears in full the risk of adverse consequences (payment for Services and other obligations under the Agreement) resulting from failure to comply with the requirement to re-register the number registered in the Subscriber's name.

4.6. The number(s) provided to the Subscriber are not the Subscriber's property, and the Subscriber has no exclusive rights to use such number, since the numbering resource of the telecommunications networks of the Kyrgyz Republic is state property and is allocated to telecommunications operators for temporary use. If the numbering of communication networks is changed by the authorized state body in accordance with the legislation of the Kyrgyz Republic, the Operator has the right to change Subscriber Numbers without the Subscriber's consent by notifying the Subscriber of the timing and reason for such replacement by SMS Messages and/or through mass media in the procedure and within the time limits provided for by the Rules for Provision of Mobile Radiotelephone Communication Services. The Subscriber may also replace the number by submitting a written application to the Operator or remotely, i.e. by entering the relevant Service Command from the Subscriber Terminal, if such Service is provided by the Operator and subject to availability of a free number. If the number is changed remotely by entering a command, the Operator has the right to require the Subscriber, within 10 (ten) business days, to contact the Operator with an application confirming the number change. Failure to comply with this requirement may constitute grounds for suspension or restriction of Services by the Operator.

4.7. The Subscriber may at any time increase the number of numbers used under the Agreement, except where there is outstanding debt for previously used numbers, and also where the Operator has a technical limitation on the number of numbers per one personal account. Newly connected Subscriber Numbers shall be subject to the terms of the Tariff Plan specified in the Agreement unless the Subscriber specifies another Tariff Plan in the application.

4.8. In accordance with the requirements of legislation, the Operator has the right to refuse to enter into the Agreement or provide Services under the Agreement in the following cases:

- where there is no technical capability to provide a Service, including no technical capability to provide access to the Operator's network;
- where the Subscriber has outstanding debt to the Operator, until such debt is repaid;
- where the documents required by the Rules for Provision of Mobile Radiotelephone Communication Services are not provided;
- in other cases provided for by the Rules for Provision of Mobile Radiotelephone Communication Services or this Agreement.

5. General Terms for Provision of Services

5.1. Relations between the Operator and the Subscriber arising from the provision of Services within the territory of the Kyrgyz Republic shall be conducted in the state and/or Russian languages, including exchange of short text messages. In accordance with the Rules for Provision of Mobile Radiotelephone Communication Services approved by Resolution No. 501 of the Cabinet of Ministers of the Kyrgyz Republic dated September 22, 2023, the Subscriber is responsible for the use of a certified Subscriber Terminal/equipment in the communication network. The Subscriber is responsible for ensuring that the Subscriber's equipment complies with this requirement and shall not make claims against the Operator due to non-receipt of Services and/or information resulting from use of Subscriber equipment that does not support exchange of messages in the state and/or official language (Russian), including where messages in such languages are transmitted using Latin script.

5.2. The Operator shall ensure the confidentiality of correspondence, telephone conversations and messages transmitted over the mobile radiotelephone communication network. Restriction of the right to confidentiality of correspondence, telephone conversations and messages transmitted over mobile radiotelephone communication networks is permitted only in cases provided for by the legislation of the Kyrgyz Republic.

5.3. By accepting this Offer, the Subscriber agrees that information about the Subscriber that becomes known to the Operator by virtue of performance of the Agreement may be used by the Operator in providing Services, as well as for the provision of reference and other information services, including for the purposes of determining and forecasting the Subscriber's needs, preferences and interests, and providing the Subscriber with personalized offers, discounts, promotions for goods and services, advertising, information messages and marketing services from both the Operator and third parties, through the mobile application, by SMS Messages, e-mail, telephone, post, distribution over the network and by other methods independently determined by the Operator, as well as for transfer to third parties as part of the provision by such third parties of Services to the Subscriber, and may be transferred to third parties only with the consent of that Subscriber, except in cases provided for by the laws of the Kyrgyz Republic and the terms of this Offer. Information about the Subscriber/User stored in the database of the telecommunications Operator may be provided at the request of state authorities, including law enforcement authorities, only where the relevant authority to obtain information about the Subscriber/User is provided by the law governing the activities of the state body. Separate consent of an individual Subscriber to the Processing of Personal Data for the purposes of settlement by the Operator for the Services provided, as well as consideration of claims, is not required. During the personalization (registration) procedure, the Subscriber/User freely and voluntarily gives the consents required under the terms of this Agreement for the Operator to provide Services.

5.4. The Operator provides Services twenty-four hours a day, every day, without interruption, except during repair and preventive maintenance work, as well as suspension of network operation due to technical faults, accidents, force majeure circumstances, actions of third parties, etc. The Operator has the right to modernize the cellular network and make technical and/or other changes affecting use of the Operator's Services, including by restricting or terminating the provision of Services, with notice to all Subscribers of the Operator's network in the procedure and within the time limits provided by legislation.

5.5. Due to the natural conditions of radio-wave propagation, radiotelephone communication provided by the Operator may deteriorate, be interrupted or experience interference near buildings, in tunnels, basements and other underground structures, due to local terrain and development features, meteorological conditions and other causes. The quality of the Services provided by the Operator may also depend on the Subscriber equipment used.

5.6. Due to the structural features of the network, mobile radiotelephone communication provided to the Subscriber depends on the quality of equipment of other Operators of local (fixed) telephone lines and equipment of international and long-distance communication Operators, which is outside the Operator's competence.

5.7. The Operator shall establish an information and reference service system for the purpose of providing Subscribers/Users with information related to the provision of Services. In the course of providing information and reference services to Subscribers/Users, the Operator has the right to record calls (incoming/outgoing).

5.8. Paid and free information and reference services are provided within the Operator's information and reference service system.

5.9. The Operator provides the following information and reference services free of charge and twenty-four hours a day:

- information on the Operator's Services;
- information on Tariffs for Services and on the Operator's network Coverage Area;
- information to the Subscriber/User on the status of the Subscriber's personal account and any outstanding debt for Services;
- information on settings of Subscriber equipment for using telematic Services;
- information on the list of paid and free information and reference Services of the Operator;
- information on the Operator's details, location and working hours of sales and service offices, and locations for payment for Services;
- information on the possibility of using a Subscriber Terminal in mobile networks;
- receipt of information from the Subscriber/User on technical faults preventing use of the Services.

5.10. The Operator independently determines the list of paid information and reference Services provided.

6. Identification of the Subscriber/User

6.1. The identifiers of the Subscriber/User include: code word, full name, personal identification number, Subscriber/User number, identity document details, information on network events, a one-time password sent to the Subscriber/User number, and other data in accordance with the Operator's identification rules, used separately or jointly subject to the terms established by this Agreement and/or the Operator's identification rules.

6.2. Subscriber/User identifiers are used when changing the list of Services provided to the Subscriber/User, in information and reference servicing, when paying for Services, and in other cases provided for by this Agreement.

7. Obligations and Rights of the Parties

7.1. The Operator shall:

7.1.1. Provide necessary and reliable information on the Operator's current Tariffs, a description of all Operator Services, and other information necessary for the Subscriber to enter into and perform the Agreement.

7.1.2. Provide the Subscriber, for use during the period of provision of Services, with a Subscriber Number (numbers) subject to the terms of this Agreement.

7.1.3. Provide the list of information and reference Services free of charge.

7.1.4. Ensure operation of the mobile radiotelephone communication network in accordance with the license obtained and the requirements of the legislation of the Kyrgyz Republic in the telecommunications sector;

7.1.5. Ensure the Subscriber free and twenty-four-hour access to emergency services designated by the Cabinet of Ministers of the Kyrgyz Republic.

7.2. The Operator has the right to:

7.2.1. Amend the Tariff for Services used by the Subscriber in the procedure and within the time limits established by legislation. If, within ten (10) days from the date of the amendments, the Subscriber does not exercise the rights provided for in Clause 8.16 of the Agreement, this shall mean the Subscriber's consent to such amendments.

7.2.2. Suspend the provision of Services where the Operator has information that the Subscriber has outstanding debt for Services provided under numbers registered to the Subscriber, until the relevant amounts are credited to the Subscriber's personal account. The Operator also has the right to suspend provision of Services to the Subscriber if the Subscriber violates the terms of this Agreement. Provision of Services shall be resumed at the Operator's Tariffs after the violations have been fully remedied.

7.2.3. Suspend and/or restrict the provision of Services to the Subscriber in the event of:

- the Subscriber's use of special equipment or technical means that result in excessive and/or extraordinary traffic consumption (for example, GSM gateways);
- installation and/or use of gateways or software for access to the communication network and Internet telephony, and other activities not provided for by the Agreement that are aimed at changing call routing or the procedure for establishing telephone connections, including those causing disruption of the operation of communication equipment and devices, without the Operator's written consent;
- the Subscriber, using special devices or technical means, performing actions including, without limitation, actions prohibited by the Rules for Provision of Mobile Radiotelephone Communication Services and/or the legislation of the Kyrgyz Republic that violate or restrict the rights of other Subscribers of the Operator, employees of the Operator or third parties and/or cause financial loss to such persons and/or the Operator, interfere with normal operation of the Operator's network or proper provision of Services, or damage the Operator's business reputation;
- actions aimed at obtaining unauthorized access to the communication network, use of such unauthorized access to the telecommunications Operator's network, or other actions not provided for by and/or prohibited by the legislation of the Kyrgyz Republic;
- use of Communication Services for mass SMS distribution, lotteries, voting, contests, quizzes, advertising, surveys, campaign messages, fraudulent actions and other actions not agreed with the telecommunications Operator;
- the Subscriber making a consistently excessive number of calls to numbers of another Subscriber/other Subscribers, causing or capable of causing financial loss to Subscribers and the Operator, in accordance with the legislation of the Kyrgyz Republic.

7.2.4. Record communications when the Subscriber contacts the Operator for the purpose of changing the list of Services, submitting complaints or receiving information services.

7.2.5. Establish categories of numbers and their cost depending on the relevant category level ("Platinum", "VIP", "Gold", "Silver" and "Standard" number), including holding auctions for the right of temporary use of such numbers and providing paid number selection Services.

7.2.6. Block (restrict) the Subscriber's access to websites in the cases, procedure and on the terms provided for by the legislation of the Kyrgyz Republic.

7.2.7. Exercise other rights provided for by the Rules for Provision of Mobile Radiotelephone Communication Services and the legislation of the Kyrgyz Republic.

7.3. The Subscriber shall:

7.3.1. Use only certified terminal equipment;

7.3.2. Pay in full and within the time limits established by the Agreement and Tariff Plan for the Services provided and other additional Services;

7.3.3. Provide the Operator with the documents required to enter into this Agreement. The list of required documents is determined by the Rules for Provision of Mobile Radiotelephone Communication Services;

7.3.4. Inform the Operator of changes to the Subscriber's registration data within 10 (ten) business days from the date of such changes;

7.3.5. If the SIM card is transferred to another person, or if the Subscriber accepts and uses another person's SIM card, re-register the Agreement for the transferred or used number within 10 calendar days, remotely through the Operator's self-service applications or at an Operator office. For re-registration of the SIM card and conclusion of an Agreement with the new User, provide the Operator with the required documents and complete the personalization procedure; if the personalization procedure is not completed, the Operator has the right to refuse provision of Services;

7.3.6. Not use Subscriber Numbers for lotteries, voting, contests, quizzes, advertising, surveys, mass SMS distribution, campaign messages, fraudulent actions, installation of gateways (or devices) for access to fixed communication networks, Internet telephony, or other actions not agreed with the telecommunications Operator, including actions resulting in disruption of the operation of communication equipment and devices or causing loss to the Operator;

7.3.7. Immediately notify the Operator of loss of the SIM card and/or Subscriber Terminal by calling the support service at *611. The Subscriber shall undergo an identification procedure with mandatory provision of the code word or other identifiers.

7.3.8. Comply with the rules for use of the Operator's Services published on the Operator's official website and accept all amendments and/or additions made to that document.

7.3.7. Comply with other obligations provided for by the Rules for Provision of Mobile Radiotelephone Communication Services and the legislation of the Kyrgyz Republic.

7.4. The Subscriber has the right to:

7.4.1. Use the Services provided by the Operator in accordance with this Agreement and the Rules for Provision of Mobile Radiotelephone Communication Services;

7.4.2. Use the Operator's free information and reference Services listed in this Agreement.

7.4.3. Replace the Subscriber Number used by submitting a written application to the Operator or remotely, i.e. by entering the relevant Service Command from the Subscriber Terminal, if such Service is provided by the Operator and subject to availability of a free number.

7.4.4. Review the list of Tariff Plans and Services both when entering into the Agreement and during performance of the Agreement on the Operator's official website or at any of the Operator's sales and service offices.

8. Tariffs for Services Provided by the Operator and the Procedure for Their Provision and Amendment

8.1. Tariffs for all types of Services provided to the Subscriber are independently determined by the Operator, taking into account the requirements of legislation, and are reflected in Tariff Plans. The list of Tariff Plans and additional Services is available on the Operator's website: <http://www.beeline.kg> and/or in the relevant advertising and informational materials. By activating a particular Tariff, the Subscriber agrees to the terms of that Tariff.

8.2. Services provided to the Subscriber are charged in accordance with the Tariff Plan selected by the Subscriber.

8.3. The roaming Service is provided to the Subscriber on the terms established by the Tariff Plan or roaming Service, taking into account the Tariffs of the Roaming Partner applicable at the time the roaming Service is provided.

8.4. The international communication Service, which enables the Subscriber to make outgoing calls from the Operator's network to international destinations, is provided subject to the terms of the Tariff Plan selected by the Subscriber.

8.5. The Internet Sharing Service is provided by the Operator subject to the terms of the Subscriber's Tariff Plan and/or the terms of such Service.

8.6. Certain Services may be provided to the Subscriber only where the Subscriber equipment meets special technical requirements necessary for provision of such Services. The Operator shall not be liable where the Subscriber equipment does not meet the requirements of the Services ordered by the Subscriber from the Operator.

8.7. A Tariff Plan may provide for charging outside the main packages at package Tariffs; all terms are set out in the Tariff Plan card on the official website of the telecommunications Operator.

8.8. The Subscriber may change the applicable Tariff/Tariff Plan at the Subscriber's choice and initiative by entering commands from the Subscriber Terminal or by other methods provided by the Operator. Requests and instructions of an individual Subscriber transmitted to the Operator using electronic means, access codes, USSD requests and other Service Commands from the Subscriber's number confirm that the instruction was given by the Subscriber personally and shall have the same legal force as if submitted by the Subscriber to the Operator in writing.

8.9. Paid additional Services and other Services technologically inseparable from the Services and aimed at increasing their consumer value (hereinafter "Additional Services") are provided by the Operator or third parties authorized to provide the relevant Services and are paid for by the Subscriber in accordance with this Agreement and the applicable Tariff Plan. The Subscriber hereby consents to the Operator engaging third parties to provide such Services.

8.10. Information on Additional Services is published in the form of a public offer on the Operator's official website: <http://www.beeline.kg>. Use by the Subscriber of such Services ordered by entering the established Service Command shall constitute the Subscriber's agreement with the terms of provision and Tariffs for such Services, and consent to receive and pay for such Services.

8.11. Under the Agreement, a personal account is assigned to the Subscriber Number allocated by the Operator to the Subscriber for use. The Subscriber may replace the Subscriber Number in the procedure specified in this Agreement.

8.12. The Operator has the right to activate roaming Services for the Subscriber free of charge by notifying the Subscriber of roaming activation via SMS Message. Failure to deactivate roaming Services and continued use of roaming Services shall constitute the Subscriber's consent to provision of such Services in accordance with the procedure and Tariffs specified on the Operator's website. The Subscriber may deactivate the roaming Service through any service channel (by entering the relevant Service Command for deactivation, in the My Beeline KG application, etc.).

8.13. Tariffs for all types of Services provided to the Subscriber, including amendments thereto, are independently and unilaterally determined by the Operator and reflected in Tariff Plans and the terms for provision of Services. The list of Tariff Plans and Additional Services is available on the Operator's official website or in the Operator's mobile application.

8.14. The Operator has the right to independently establish in Tariff Plans the unit used for charging Communication Services and the payment procedure in accordance with legislative requirements.

8.15. The fee for Services provided shall be determined based on the duration of the radiotelephone connection, the volume of Communication Services and other Services according to the ABS data.

8.16. The Operator has the right to independently set Tariffs for Services, create Tariff Plans, amend them and discontinue them. The telecommunications Operator shall notify Subscribers at least 10 (ten) calendar days before changes to the Tariffs for mobile radiotelephone communication Services used by them, changes to bundled Tariff Plans, discontinuation of a Tariff Plan or termination of individual paid Services take effect, by sending an SMS Message and/or through the telecommunications Operator's website www.beeline.kg. Changes shall be deemed accepted by the Subscriber if, after the changes enter into force, the Subscriber continues to use the Services. If the Subscriber does not take steps to terminate the Agreement or select another Tariff or Services, service shall automatically continue on the amended terms. If, upon expiry of 10 calendar days from the date of receipt of notification of amendments to the terms of the Tariff Plan, the Subscriber does not switch to another available Tariff Plan, the Operator shall automatically transfer the Subscriber to a Tariff Plan with similar parameters, independently determined by the Operator at its discretion.

Notification of Subscribers is not required where the increase in Tariffs results from the introduction, increase or change of taxes included in the cost of Services.

If a Tariff Plan is discontinued, the Operator shall notify Subscribers by publishing information on the Operator's official website www.beeline.kg and/or sending the Subscriber an appropriate SMS notification. Within 10 calendar days from the date the Tariff Plan is discontinued, the Subscriber has the right to switch to any other Operator Tariff Plan available for migration (<https://www.beeline.kg/ru/products/tariffs>) by entering a Service Command or contacting the Operator's Contact Center at *611, where Contact Center operators will assist in selecting a Tariff Plan. If, upon expiry of 10 calendar days from the date of receipt of notification of discontinuation of the Tariff Plan, the Subscriber does not switch to another available Tariff Plan, the telecommunications Operator shall automatically transfer the Subscriber to a Tariff Plan with similar parameters, independently determined by the telecommunications Operator at its discretion.

8.17. By entering into this Agreement, the Subscriber consents to receive the list of free Additional Services of the Operator, which is independently determined by the Operator (such as short text messages containing advertising information on the Operator's activities, Tariffs and Services; advertising information distributed over the network by third parties under agreements with the Operator; and others). The Subscriber has the right to refuse such Services by submitting a written application at the Operator's offices, except for messages concerning emergency, urgent and other situations related to warnings about the protection of human life and health, property and the human environment from hazards in emergencies. Such messages have priority and the Subscriber may not refuse to receive them. Removal from the mailing list shall be carried out by the Operator within 5 (five) business days from the date the Operator receives the request.

9. Settlement Procedure with the Subscriber for Services Provided

9.1. The Operator independently performs settlements with the Subscriber for Services provided and also has the right to instruct a third party to perform settlements with the Subscriber on behalf of the telecommunications Operator. The basis for settlements with the Subscriber for Services provided by the Operator is the Operator's ABS data.

9.2. Settlements for Services are made using the following settlement systems:

- credit settlement system (postpaid);
- advance settlement system (prepaid);

The settlement system selected by the Subscriber shall be specified in the Agreement.

9.3. Advance settlement system (prepaid):

9.3.1. Under the advance settlement system, before the Operator begins providing Services, the Subscriber deposits an advance (payment) into the personal account in an amount determined by the selected Tariff Plan, thereby creating a Positive Balance on the personal account. The minimum advance amount is determined by the telecommunications Operator depending on the Tariff Plan or the relevant Service, including roaming Services. All payments received from the Subscriber are credited by the Operator to the Subscriber's personal account.

9.3.2. Advance payments deposited into the Subscriber's personal account are used to pay for Services as they are consumed by the Subscriber. The amount of advance payments is determined by the Subscriber independently based on the anticipated volume of the ordered Services and the selected Tariff Plan.

9.3.3. The advance settlement system does not provide for issuance of invoices by the Operator to the Subscriber.

9.4. The Billing Period is independently established by the telecommunications Operator but may not exceed one month, except for Services provided to the Subscriber in roaming. The Billing Period is specified in the Tariff Plan selected by the Subscriber.

9.5. Credit settlement system (postpaid):

9.5.1. Under the credit settlement system, the Subscriber has the right to use the Operator's Services within the credit limit provided, which is independently determined and amended by the Operator;

9.5.2. If the Subscriber exceeds the credit limit, the Subscriber must submit an application to the Operator to increase the credit limit amount;

9.5.3. The credit settlement system may provide for the Subscriber to pay a security deposit (a means of securing performance of obligations). The security deposit is credited to the Subscriber's personal account. The Operator has the right not to provide Services to the Subscriber until the relevant invoice is paid. The amount of the security deposit depends on the number of Subscriber Numbers and the selected list and volume of Services. No interest is accrued on the security deposit;

9.6. Since, when roaming Services are provided, the actual charging of calls and connections initiated by the Subscriber is carried out by technical means of the Roaming Partner, the monetary value of the Services received by the Subscriber may exceed the amount shown in the Subscriber's personal account. In such case, the Subscriber must pay for the full volume of Services consumed, regardless of the selected settlement system. The volume of Services provided to the Subscriber shall be determined based on the Operator's ABS data or the Roaming Partner's communication equipment. Where the Operator has information that the Subscriber has used roaming Services, unilateral refusal by the Subscriber to perform the Agreement is possible only after roaming charges have been accrued and the Services provided have been paid for.

9.7. Absence of outgoing paid network activity (outgoing active connections and/or outgoing SMS Messages and/or Internet sessions) from the number for ninety (90) calendar days shall automatically place the Subscriber Number into a restricted access mode for the Operator's Services (hereinafter "restricted access mode" or "standby mode"). In restricted access mode, the Subscriber's ability to make outgoing calls and connections is restricted (except for access to emergency services). The restricted access mode shall remain in effect for ninety (90) calendar days unless another period is established by the Tariff Plan. Restricted access mode shall end when the Subscriber credits funds to the personal account and performs at least one paid network activity. Thereafter, the Subscriber shall regain full access to the Operator's Services. Failure by the Subscriber to top up the personal account and perform at least one paid network activity during the restricted access period shall result in termination of the Agreement and unilateral disconnection of the Subscriber Number from the network by the Operator, followed by withdrawal of the number without prior notice to the Subscriber. In such case, provision of Services to the Subscriber under that number shall cease and the Agreement shall be deemed terminated in accordance with Clause 77 of the Rules for Provision of Mobile Radiotelephone Communication Services approved by Resolution No. 501 of the Cabinet of Ministers of the Kyrgyz Republic dated September 22, 2023.

9.8. If the Agreement is terminated and funds remain in the Subscriber's personal account, such funds shall be refunded to the Subscriber upon the Subscriber's application. The Subscriber must contact a Company sales and service office to submit an application for refund of the remaining funds on the terminated number, specifying the refund method and the details required for such refund. The following methods of receiving the remaining funds are available: a) in cash from the cashier's office of the Company Head Office at: 115 Ibraimova St., Bishkek; b) transfer to a bank card/bank account with mandatory indication of the recipient, bank and account details. Refund of funds due to the Subscriber shall be made within fifteen calendar days from the date the Subscriber's refund application is registered; however, where the application does not contain the details required for the refund, the period may be extended to thirty (30) calendar days. If the Subscriber is in roaming, refund of the funds due to the Subscriber shall be made within the time limits provided for by the Agreement. Such period may not exceed 90 (ninety) calendar days from the date the Operator receives the relevant Subscriber application.

Funds recorded in the Subscriber's personal account during the term of the Agreement and remaining after termination of the Agreement shall be refunded to the Subscriber as follows: after the Subscriber has fulfilled the obligations to pay for Services received, the difference between the amount paid under the Agreement and the cost of Services received as of the date of termination of the Agreement shall be refunded to the Subscriber in the procedure and within the time limits established by the Operator. Funds deposited as payment for Services and not claimed in accordance with the procedure established by this Clause shall be recorded by the telecommunications Operator in a separate consolidated account until expiry of the limitation period. Upon expiry of the limitation period, unclaimed funds shall be recognized by the telecommunications Operator as other income.

9.9. The telecommunications Operator shall not be liable for an erroneous payment made by the Subscriber to another Subscriber's personal account through cash desks, prepaid cards, terminal devices or by other methods provided by the telecommunications Operator.

10. Procedure and Conditions for Suspension and Termination of the Agreement

10.1. The Subscriber has the right to terminate the Agreement unilaterally by submitting a written application to the Operator and making all settlements with the Operator up to the actual date of termination.

10.2. If the Subscriber violates requirements related to provision of Services established by the legislation of the Kyrgyz Republic, the Rules for Provision of Mobile Radiotelephone Communication Services and/or this Agreement, the Operator has the right to suspend provision of Services until the violation is remedied.

The Operator has the right to suspend and/or terminate provision of Services in the cases specified in Clauses 7.2.2 and 7.2.3 of this Agreement.

10.3. If the Agreement is terminated, the Subscriber shall be refunded the remaining amount in the personal account after final settlement for the Services provided within the time limits specified in Clause 9.8 of this Agreement. The fee for connection of Subscriber equipment to the network, the cost of the SIM card, promotional funds credited by the Operator to the Subscriber's personal account (bonuses, points, etc.), as well as amounts credited to the personal account as a result of unlawful actions by the Subscriber, shall not be refunded.

10.4. If the numbering of communication networks is changed by the authorized state body in accordance with the legislation of the Kyrgyz Republic, the telecommunications Operator has the right to change Subscriber Numbers without the Subscriber's consent by notifying the Subscriber of the timing and reason for such replacement by SMS Messages in the procedure and within the time limits provided for by the Rules for Provision of Mobile Radiotelephone Communication Services approved by Resolution No. 501 of the Cabinet of Ministers of the Kyrgyz Republic dated September 22, 2023. Individuals shall be notified at least 30 business days before replacement of the numbers.

10.5. The procedure and conditions for suspension, amendment and termination of the Agreement provided for by this Agreement shall apply to all Operator Subscriber Numbers, including categorized numbers.

10.6. If there is no outgoing paid network activity (outgoing connections and/or outgoing SMS Messages and/or Internet sessions) on the number for 180 (one hundred eighty) calendar days, or there is unpaid debt outstanding for more than 90 (ninety)

calendar days, the Agreement shall be deemed terminated.

11. Liability of the Parties

11.1. The Operator shall be liable to the Subscriber for non-performance or improper performance of contractual obligations, accuracy of information on Services, and in other cases provided for by the legislation of the Kyrgyz Republic and this Agreement.

11.2. The Operator shall not be liable for possible deterioration or termination of network operation associated with the use of damaged or faulty Subscriber equipment, Subscriber equipment that does not have a certificate of compliance with safety requirements where such certificate is required by the legislation of the Kyrgyz Republic, or Subscriber equipment that has been altered or modified without the manufacturer's consent. The Operator shall not be liable for the quality of additional and other Services provided by third parties that are technologically inseparable from the Services.

11.3. The Operator shall not be liable for unavailability of individual nodes or resources of the global Internet administered by third parties. Such unavailability shall not constitute a communication interruption or fault.

11.4. The Operator shall not be liable:

- for the content of telephone calls and messages sent by Subscribers where the Operator itself is not the author thereof, or for any damage caused to the Client by such messages;
- for the content received by the Subscriber/User on the Internet when using data transmission Services;
- in the event of unauthorized use of the Subscriber Terminal by third parties and their use of Services at the Subscriber's expense;
- where a third party contacts the Operator's information and reference service on behalf of the Subscriber and obtains information about the Subscriber using Personal Data, the code word and other Subscriber identifiers, where this did not occur through the Operator's fault;
- for losses and other consequences resulting from the Subscriber's inability to use Communication Services in full or in part due to force majeure circumstances;
- for inability to use a communication device (Subscriber Terminal) where the communication device is included in the "Blacklist" within the State Communication Device Identification System;
- where absence or inadequate quality of communication is caused by actions in networks of other Operators, including Roaming Partners, or by combination of the Operator's Services with Services provided by third parties, and/or where possible deterioration or termination of network operation is associated with the use of damaged or faulty Subscriber equipment.

11.5. The Subscriber shall be liable to the telecommunications Operator in the following cases:

- provision to the Operator of accurate and complete information required to enter into this Agreement;
- non-payment, incomplete payment or late payment for Services;
- failure to comply with the operating rules for the Subscriber Terminal;
- failure to comply with the prohibition on connecting to the mobile radiotelephone communication network a Subscriber Terminal that does not meet established requirements, and failure to comply with the operating rules for terminal equipment;
- use of Services for lotteries, voting, contests, quizzes, advertising, surveys, mass distribution of SMS Messages, campaign messages, fraudulent actions and other actions not agreed with the telecommunications Operator;
- installation and/or use of gateways or software for access to the communication network and Internet telephony, and other activities not provided for by the Agreement that are aimed at changing call routing or the procedure for establishing telephone connections, including activities resulting in disruption of communication equipment and devices, without the Operator's written consent;
- actions aimed at obtaining unauthorized access to the communication network, use of such unauthorized access to the telecommunications Operator's network, and other actions not provided for by the legislation of the Kyrgyz Republic.

11.6. The Subscriber shall be responsible for the inaccuracy of information provided regarding ownership and use of the telephone number registered in the Subscriber's name under this Agreement. If claims or demands are received from the actual User, the Operator has the right to unilaterally terminate this Agreement and withdraw the Subscriber Number.

11.7. Under no circumstances shall the Operator be liable for direct or indirect damage caused to the Subscriber as a result of provision or non-provision of Services under this Agreement.

12. Special Terms

12.1. By entering into this Agreement with the Operator, the Subscriber gives consent (freely, voluntarily and in the Subscriber's own interest) that third parties acting on behalf of the Operator may Process the Subscriber's Personal Data and familiarize themselves with such data for the purposes of the Operator's performance of this Agreement. The Subscriber also consents to transfer of the Subscriber's Personal Data by third parties through electronic communication channels (Internet) for the purpose of prompt performance by the Operator of this Agreement.

12.2. By entering into this Agreement, the Subscriber consents to the Operator's right to apply a Fair Usage Policy (FUP) for the purpose of ensuring comfortable Internet access for all Subscribers of the Operator's network through fair distribution of network resources during peak network load hours. If, during a Billing Period, the Subscriber uses an abnormally large volume of Internet traffic and causes inconvenience to other Subscribers, the system shall reduce the priority of Internet access until the end of the Billing Period. Subscribers with an abnormally large volume of Internet traffic are identified automatically by the system depending on the volume of Internet traffic consumed by the Subscriber, base station load, time of day and number of active Subscribers. The main advantage of this approach is that network resources are distributed fairly among all Subscribers and the maximum possible speed is provided.

12.3. If, when contacting employees of the Operator providing information and reference services, the Subscriber violates moral and ethical standards, insults employees or uses obscene language, the Operator has the right to suspend and/or restrict information and reference services.

13. Dispute Resolution Procedure

13.1. By entering into this Agreement, the Subscriber confirms that the Subscriber has read and agrees to the terms of this Agreement.

13.2. This Agreement shall be amended by the Operator proposing amendments to the terms of the Agreement and publishing them on the Operator's official website. The amendments shall be deemed accepted by the Subscriber, and the Agreement amended by agreement of the Parties, if the Subscriber continues to use the Operator's Services after 30 days from the date the Operator publishes on the website

information containing a proposal to amend the terms of the Agreement.

13.3. The Operator and the Subscriber shall seek to resolve all disputes and disagreements relating to provision of Services through negotiations. If no agreement is reached, disputes shall be considered by the judicial authorities of the Kyrgyz Republic at the Operator's location.

14. Procedure for Submission and Consideration of Complaints and Appeals

14.1. In the event of non-performance or improper performance by the Operator of its obligation to provide Services, the Subscriber shall submit a claim to the Operator before applying to court (pre-trial dispute settlement procedure). The Subscriber's claim shall be submitted in writing and registered on the day it is received by the Operator. If the Operator receives a written claim in illegible handwriting, the Operator has the right not to consider such claim and to send the Client a response explaining the reasons and requesting that the Client submit the appeal again. Claims relating to refusal to provide Services, late or improper performance of obligations arising from the Agreement, or disagreement with an invoice issued for Services shall be submitted within three (3) months from the date the Service was provided, refused or invoiced.

14.2. A copy of the Subscriber's identity document and other documents necessary for consideration shall be attached to the claim; such documents must contain information regarding non-performance or improper performance of obligations under the Agreement.

14.3. A claim shall be considered by the Operator within thirty (30) days from the date the claim is registered. Where additional information is required to consider the claim (retrieval of information from the Company systems archive, additional information from the Subscriber, etc.), the period for consideration of the claim may be extended to 60 days. The Operator shall notify the Subscriber who submitted the claim of the results of its consideration (orally or in writing), or by one of the following methods: telephone call, SMS Message, or sending a response to the Subscriber's e-mail address, depending on the method selected by the Subscriber for receiving a response to the claim.

14.4. If a claim is recognized by the Operator as justified, the identified deficiencies shall be remedied within a reasonable period.

15. Consent to Processing and Transfer of Personal Data

15.1. By accepting this Offer and completing the personalization (registration) procedure, the Subscriber freely, knowingly and voluntarily gives consent to the Processing of the Subscriber's Personal Data and information relating to the Subscriber that became known and available to the Operator at the time of conclusion and during the term of this Agreement, for the purposes of the Operator providing telecommunications Services, reference and information Services and other Additional Services provided by the Operator under this Agreement, performing settlements for Services provided, as well as determining and forecasting the Subscriber's needs and interests, providing the Subscriber with personalized offers, discounts, promotions, information messages and marketing Services from both the Operator and third parties by methods independently determined by the Operator, and transferring such data to third parties as part of the provision by such third parties of Services to the Subscriber.

15.2. The Subscriber gives consent to the Operator performing any actions with Personal Data necessary to achieve the above purposes, including collection, recording, organization, structuring, storage, clarification (updating, modification), retrieval, consultation, use, transfer, erasure or destruction of Personal Data by automated means and without the use of automation tools.

15.3. The Subscriber also gives consent (freely, voluntarily and in the Subscriber's own interest) to transfer (including cross-border transfer) of the Subscriber's Personal Data to third parties through electronic communication channels (Internet) for the purpose of prompt performance by the Operator of this Agreement.

15.4. The Subscriber is hereby informed that the validity period of any consent provided for in this Section begins on the date the Agreement is concluded and continues throughout its term and for 3 (three) years after the date of termination. The Subscriber has the right to withdraw any consent by submitting a written application at any Operator office, while acknowledging that in such case the Operator will be unable to provide Services.

16. Operator Details

Operator Name: Sky Mobile Limited Liability Company (TM Beeline)

Legal Address: 115 Ibraimova Street (Asyl-Tash Business Center), Bishkek, Kyrgyz Republic.

Registration Number: 55055-3300-000

OKPO Code: 24167549

Taxpayer Identification Number (TIN): 02404200610104

Head: General Director Shatemirov Kubanych Taalaibekovich

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