

# CONTRACT ON PUBLIC OFFER (OFFER)

## 1. General concepts

- 1.1. Offer-** Public offer to make payments through "TEL-CELL" CJSC terminals, addressed to any person.
- 1.2. Acceptance-** Full and unconditional acceptance of the terms of the contract by the customer.
- 1.3. Service provider-** Organization or private entrepreneur that has concluded a relevant contract with "TEL-CELL" Organization.
- 1.4. Payer-** A person who makes payments in favor of service provider(s) in accordance with the terms of the present Contract.
- 1.5. Payment-** Payment made in favor of service provider(s) against rendered services.
- 1.6. Terminal-** Automatic teller machine, through which are accepted the payments.

## 2. General provisions

- 2.1.** The present **Contract** is a public offer (hereinafter referred to as offer), according to the Civil Code of the Republic of Armenia.
- 2.2. The offer** expresses the company's willingness to accept any payment made under the terms of the present Contract through terminals belonging to "TEL-CELL" CJSC and contains all essential terms and conditions of the Contract.
- 2.3. Information required for the Payer prior to making a payment through the terminal:**
- 2.3.1.** There is a possibility of payment in favor of service providers, which are represented on the terminal monitor,
- 2.3.2.** The payer has a possibility of choosing service providers,
- 2.3.3.** A simple and comprehensible guide to using the terminal is provided,
- 2.3.4.** Full information required about subscribers' accounts (not about all service providers) is provided;

**2.3.5.** Documentary confirmation of the fulfilled payment (transaction) is provided with a receipt,

**2.3.6.** The payer may, at his / her discretion, be assisted in using the terminal, for the correction of wrong actions,

**2.3.7.** Commission fees are charged upon payment, the amount of which is indicated for each payment, on each terminal, for a particular service provider.

### **3. Payer's actions**

**3.1.** Making payments in favour of a service provider via "TEL-CELL"'s terminal is considered to be a full and unconditional acceptance (acceptance) of the Public Offer (offer) of "TEL-CELL" CJSC by the Payer, performing actions in that regard, in accordance with the Civil Code of the Republic of Armenia. Every fact of making a payment through a terminal is a separate transaction that is realized in accordance with the conditions set out in the offer.

**3.2.** The payer is obliged to examine and follow the terminal operating guide. Performing actions by the Payer not expressly provided by the guide may become a basis for non-acceptance of the payment. In case of disagreement with the terms of the contract or failure to understand the requirements of the Guide, the Payer shall have no right to use the Terminal. The payer has the right to call "TEL-CELL" CJSC by 060 272222, and get the clarifications and information necessary for making the payment.

**3.3.** The payer is obliged to keep the receipt for payment.

### **4. Cost of services**

**4.1.** The cost of the Services is defined by "TEL-CELL" CJSC, with the Percentage ratio of the payment of the Payer and payment directed to the Service Provider or with fixed amount that is communicated to the Payer via the terminal while using the terminal, before making a decision on payment and before making the payment.

**4.2.** The fact of execution of services and making the payment is confirmed by a receipt of payment.

### **5. Special terms**

**5.1.** "TEL-CELL" CJSC has the right to suspend its services temporarily.

**5.2.** "TEL-CELL" CJSC is not liable for any damages inflicted to the Payer not by its fault. "TEL-CELL" CJSC is not liable for full or partial interruptions in service delivery, which relate to the replacement of hardware or software or other work to maintain or upgrade the functionality of the programs or equipment.

**5.3.** The payer has the right to submit request-complaint arising from the payment (transaction) to "TEL-CELL" CJSC, as well as to the Financial System Mediator. The Financial System Mediator does not charge any fees from the customer for receiving, examining, and making a decision on the claim. Detailed information is provided in the explanatory summary of adjudication of disputes, which can be found on the official web site of "TEL-CELL" CJSC -[www.telcell.am](http://www.telcell.am).

**5.4.** We hereby inform you that "TEL-CELL" CJSC has not signed an agreement with the Financial System Mediator to waive its right to challenge the latter's decisions.

**5.5.** "TEL-CELL" CJSC may change the terms of payment acceptance services, which are provided to the Client (Payer) prior to the moment of making the payment through each terminal.

**5.6.** The Payer hereby agrees that "TEL-CELL" CJSC reserves the right to send a corresponding SMS message to his/her cell phone number on the payments and on services rendered by "TEL-CELL" CJSC.

**5.7.** By accepting the Terms and Conditions, the Payer gives their unconditional consent for Telcell CJSC (address: Armenia, Yerevan, H. Hakobyan, main building 1st section, 3rd floor) to receive from third parties any personal data stored in databases belonging to local and self-government bodies and process them in order to make the transaction made by the Payer. The Payer acknowledges that the processing of personal data is carried out during and after the provision of services, personal data will be saved and may be transferred to third parties in cases provided for by the legislation of the Republic of Armenia, the Payer can demand for the requested data to be corrected, deleted or termination of the data processing at any time, unless otherwise provided by the legislation of the Republic of Armenia.

**5.8.** In case of discrepancy between the versions of this Contract presented in other languages and the Armenian version, the Armenian version shall prevail.

## 6. “TEL-CELL” CJSC requisites:

**Name:** “TEL-CELL” Closed Joint Stock Company  
**Address:** Armenia, Yerevan, H. Hakobyan 3,  
main building 1st section, 3rd floor  
**Tax registration:** TIN 02703102  
**Web page:** [www.telcell.am](http://www.telcell.am)  
**E-mail:** [info@telcell.am](mailto:info@telcell.am)  
**Telephone:** +374 (60) 27-22-22