PUBLIC CONTRACT FOR THE PROVISION OF ELECTRONIC MONEY SERVICES

1. General provisions

1.1. This public contract (hereinafter referred to as **Contract**) defines the conditions for the use of electronic means of payment in the electronic money settlement system (hereinafter referred to as the **System**) of TEL-CELL OJSC (hereinafter referred to as **Issuer**), including the conditions for opening, replenishing and using a Current Account for issuing and servicing electronic money, and in accordance with the current Civil Code of the Republic of Armenia is an official written public offer (hereinafter: the offer to use the **Services** and (or) the **Offer**) to use the services announced by the Issuer, which is aimed at providing services to individuals and legal entities in the System.

1.2. An offer to use the services may be submitted online or in another manner determined by the Issuer.

1.3. By accepting the terms of the Offer, the User confirms that he has fully read and unconditionally accepts the terms of the Contract, the rules for using the services and the fees charged for the services, current versions of which are posted on the official website of the Issuer and (or) presented in the branches of the Issuer and (or) through the Telcell Wallet mobile application maintained by the Issuer (The User and the Issuer are hereinafter referred to as the <<Parties>>).

1.4. The Issuer provides services, the User uses the services in accordance with the current legislation of the Republic of Armenia, the rules for using services and the terms of the Contract.

1.5. The Issuer provides the following types of services (hereinafter referred to as the Services):

a) Issue of electronic money / Replenishment of current account (replenishment),

b) Electronic money service,

c) Making payments by electronic money to service providers registered in the system,

d) Repayment of electronic money,

e) Conversion of electronic money,

f) Electronic money transfer,

g) Other services are described on the issuer's official website.

1.6. Information about the types of services, methods of providing them, possible transactions, conditions, commissions established for services is posted on the Issuer's website, and commissions are also announced before each transaction.

1.7. Users are automatically served **24/7**. Actions specified in the Contract that are not carried out automatically are carried out by the Issuer on business days and hours determined by internal legal acts adopted by it, which are presented on the Issuer's website and (or) in the Mobile application.

1.8. If the User is provided with certain payment accounting services through the Telcell Wallet mobile application and Service Points managed by the Issuer, issuing electronic money may not be possible, in particular, in the case of transfers made on the basis of the User's payment order from a bank account and/or payment card attached to the Telcell Wallet mobile application.

1.9. Payments in the system are made in **Armenian drams**.

2. Basic Concepts

Subject to this Contract.

2.1. **Electronic money:** monetary value expressing a monetary claim on the Issuer, which:

a) stored on an electronic device,

b) issued in exchange for received funds, the value of which is equal to the value of the issued Electronic money; (**1 (one)** unit of Electronic money issued by the Issuer is equal to **1 (one) Armenian dram**),

c) accepted as a means of payment by persons other than the Issuer.

2.2. **The issuer of electronic money** (hereinafter: the Issuer) is the opened joint-stock company TEL-CELL, which issues electronic money on the territory of the Republic of Armenia in accordance with the laws of the Republic of Armenia and other legal acts.

2.3. **Issuing electronic money/replenishing a current account:** a function as a result of which the Issuer increases the amount of Electronic money available in the User Account registered in the System from a bank account and (or) payment card, acquiring a monetary obligation to the User.

2.4. **User or Account User:** resident or non-resident individual, legal entity or individual entrepreneur, who, in accordance with the contract concluded with the Issuer and the rules of the System, received the right to use the Electronic money purchased by him in the services provided in the System on the terms and rules previously announced and determined by the Issuer.

2.5. **Accounting account (Account) –** a set of records recording the Issuer's monetary obligation to the User, Service Provider, Agent or Exchanger (hereinafter: **Customer, Customers**) in the Issuer's centralized database.

2.6. **Authentication -** checking the validity of user input data (Username (if applicable) and password).

2.7. Service: provision of transactions with electronic money (provision of services) and related settlements, as a result, the User gets the opportunity to replenish the Current Account and (or) present electronic money on the Current Account for redemption and (or) transfer it to other Users registered in the System and (or) make payments to Service Providers, for a service rendered, for a product sold.

2.8. Payment: a function as a result of which payment for the service provided by the Service Provider, goods sold or work performed is made using Electronic money, by reducing the amount of electronic money available in the Account of the User initiating the payment registered in the System by the amount to be paid by increasing the Account of the Service Provider registered in the System.

2.9. Redemption: a function as a result of which the Issuer reduces the amount of Electronic Money available on the Client's Account registered in the System by the amount of the entrusted amount to be redeemed, by transferring to a bank account and (or) payment card, reducing the amount of his monetary obligation to the Client.

2.10. **Exchange:** An issuer function that results in the exchange of electronic money issued by any electronic money issuer for electronic money issued by another system (hereinafter: **Exchange**). In this case, the Issuer may delegate the conversion function provided for in this subsection to another person (hereinafter referred to as the Converter).

2.11. **Transfer:** a function as a result of which the Issuer undertakes to reduce the amount of Electronic money available on the Account of the User initiating the transfer, registered in the System, by the amount to be transferred, replenishment of an equivalent amount to the Account of another User registered in the System receiving the transfer.

2.12. **Transaction:** Purchase by the User of Electronic money and use of Electronic money in the services provided in the System, in accordance with the conditions and rules previously announced and determined by the Issuer.

2.13. **Balance:** The balance of Electronic money on the User's Account in the System.

2.14. **Place of service:** Branches of the issuer.

2.15. **Terminal:** an automated device that provides acceptance of payments for individual services and/or replenishment of customer accounts in cash (payment acceptance terminal).

2.16. **Mobile application:** software for use by the Issuer on mobile devices, through which Account management, use of services, as well as the exchange of information (including electronic notifications) between the User and the Service Provider becomes available.

2.17. **Agent:** a financial institution/organization other than the Issuer, which, in accordance with the Contract concluded with the Issuer and the Rules of the System, repays electronic money and (or) replenishes the User Account.

2.18. **Financial organization:** an organization that has received a license to carry out money transfers, or a bank operating on the territory of the Republic of Armenia, or a branch of a foreign bank.

2.19. **Service Provider:** a legal entity or individual entrepreneur who, in accordance with the Contract concluded with the Issuer and the rules of the System, agreed to accept issued Electronic Money as a means of payment for the services it provides, the goods it sells or the works it performs.

3. Providing an account and terms of use

3.1. When opening an Electronic Money Current Account, an offer to use the Services is provided in advance. By opening a current account, the User confirms (accepts) the Offer, and from this moment the Offer, together with the terms of the Contract, the rules for using the services and the fees charged for the services, constitute a binding contract between the Issuer and the User.

3.2. Verification of the Electronic Money Current Account is carried out by sending a confirmation code from the Issuer to the previously entered telephone number or email address of the User. If the User entered an incorrect phone number or email address, due to which he did not receive a confirmation code, he must go through the registration procedure in the System again, after which he will receive a new confirmation code. After entering the password, the System prompts you to create a password (PIN code).

3.3. After registration, the User is provided with a Current Account identification number - ID, it is unique and non-repeating.

3.4. The Issuer provides the User with a Current Account if the User has passed the authentication procedure.

3.5. Confirmation of the opening of an Electronic Money Current Account is carried out by sending the Issuer a confirmation code to the previously entered telephone number or email address or other means of communication of the User.

3.6. To purchase electronic money, the User must go through the authentication procedure in the manner specified in **Section 5** of the Contract and obtain the status of an authenticated User in the System.

3.7. Electronic money stored in the User's Account(s) at any time cannot exceed an amount equivalent to **1,000,000 (One million) Armenian drams**, regardless of the number of Accounts opened in the name of each User.

3.8. Access to the account is possible only after User Authentication.

3.9. User input data is created by the User independently. The user can change the password at any time and an unlimited number of times.

3.10. The user is solely responsible for maintaining the confidentiality of his/her input data. Any action related to the account, performed using the appropriate input data, is considered to be performed by the User, except for cases provided for by the legislation of the Republic of Armenia.

3.11. If the User loses his or her login information, the Issuer provides the User with the opportunity to restore access to the Account by entering a recovery code, which the Issuer provides on behalf of the User by sending a message to the email address previously attached to the Current Account, or to the mobile phone number entered by the User, or using other means of communication.

3.12. The Issuer has the right to establish conditions for restoring Account access data depending on the type of User Account.

3.13. The Issuer has the right to refuse to restore the User's access data to the Current Account if the fact of the User's ownership of the Account is not confirmed as a result of studying the User's instructions.

3.14. The Issuer has the right to block the User Account.

3.14.1. On the initiative of the competent authorities of the Republic of Armenia, in cases and in the manner established by the current legislation of the Republic of Armenia, on the basis of a decision of the competent authority having the appropriate powers.

3.14.2. At the initiative of the User, based on the corresponding application of the User submitted to the Issuer in the following ways:

a) by orally contacting the Issuer's telephone service,

b) by personally contacting the Issuer's Service Point with an identification document,

c) submitting an electronic application to the Issuer using his identification data,

3.14.3. on its own initiative, in the following cases provided for by the Contract and the current legislation of the Republic of Armenia:

a) If the Issuer has any suspicions regarding the User's violation of the terms of use of the Account specified in the Contract,

b) In case of suspicion of unauthorized access to the account,

c) in the presence of Transactions made according to a non-standard or unusually complex scheme that is not typical for Users of the Issuer when making similar Transactions,

d) if the Issuer fulfills the requirements established by the current legislation of the Republic of Armenia on combating money laundering and terrorist financing,

e) In case of failure by the User to fulfill his obligations to the Issuer,

f) in the event of failure to provide new, valid data when changing personal data or feedback data, as well as in the event of expiration of the identity document and (or) payment card and (or) bank account used as the basis for the identification document, a valid identification document and (or) payment card and (or) in case of failure to provide a bank account.

3.15. Account blocking means prohibiting all or part of the User's operations in the Mobile Application.

3.16. The terms of account blocking at the initiative of the Issuer depend on the grounds for blocking.

a) until all violations of the terms of use of the Account committed by the User are eliminated,

b) until the Issuer is convinced that unauthorized access to the User Account has not occurred,

c) until the User provides relevant explanations and documents regarding suspicious Transactions requested by the Issuer,

d) in accordance with the conditions established by the current legislation of the Republic of Armenia on combating money laundering and terrorist financing,

e) until the User replenishes the Electronic Money within the limits of the User's unfulfilled obligation to the Issuer,

f) before providing changed personal data or feedback data or a valid identity document and/or payment card and/or bank account.

3.17. Account terms and conditions:

3.17.1. When using the Account, the User is obliged to comply with the legislation of the Republic of Armenia, the rights and legitimate interests of the Issuer and third parties,

3.17.2. The User is obliged to use the Account personally, he has no right to communicate or in any way provide his login data to third parties,

3.17.3. The User is obliged to independently take all necessary measures to ensure the confidentiality of his Account information and to prevent unauthorized access.

3.17.4. The User has no right to use the Account to commit illegal activities.

3.18. The payment order sent by the User to the Issuer using his input data is correct and sufficient for identification by the User Parties.

3.19. The Issuer has the right to identify the beneficiary of the Transaction by establishing a mandatory requirement to fill out additional information related to the Transaction in the User's payment order.

3.20. The User's input data is analogous to the User's signature under the Contract.

3.21. If during the last **12 calendar months** no Transactions have been made on the Current Account, the Issuer has the right to charge a fee for servicing the Current Account starting from the **13th month** (**including the 13th month**), for each passive month in the amount of **1000 Armenian drams**, and if there is an amount less than **1000 Armenian drams** on the Current Account - in the amount of the balance on the Current Account. In this case, within the meaning of this paragraph: Transactions on the Current Account are not considered cases where the Issuer charges a Fee for servicing the Current Account or withdraws funds from the Current Account on the basis of a legal act of any government body.

4. Account replenishment, account repayment, conversion, transfer, e-money cost, validity period, account transactions and account closure

4.1. **1 unit of electronic money** issued by the issuer is **equivalent to 1 Armenian dram**, the validity of which is set for an indefinite period.

4.2. **Replenishment of electronic money** is carried out non-cash from a bank account and (or) payment card.

4.3. The Issuer may establish additional paid services for notifying the User in case of replenishment of the Account, repayment of funds from the Account, transfer via SMS message or other means.

4.4. Information on fees charged for other replenishment methods and services is posted on the Issuer's website and (or) Mobile application.

4.5. Repayment from the account is carried out non-cash, by transfer to a bank account and (or) payment card.

4.6. The Issuer provides information about the necessary actions of the User for withdrawal from the Account on its official website and (or) in the Mobile application.

4.7. Electronic money is redeemed in the amount specified by the User in the instructions for withdrawing funds from the Account, if there are sufficient funds on the Account.

4.8. The instruction to withdraw funds from the account is rejected if the amount specified by the User in the instruction is not available on the Account. The redemption request is not subject to partial execution.

4.9. **When redeeming Electronic money from the system, 1 unit of Electronic money is equivalent to 1 Armenian dram.**

4.10. **Repayment of electronic money from the User's Current Account is made in Armenian drams.**

4.11. **When making a Payment or Transfer Transaction**, electronic funds are debited from the User's Account in real time, at the time of the Transaction.

4.12. **The conversion of electronic money** is carried out in real time, which means that during the conversion, electronic units are withdrawn from the User's Account online and immediately credited to the specified account of another system.

4.13. For the conversion of electronic money, a commission may be established, which is presented to the User before completing the Transaction.

4.14. In the case of conversion of Electronic money to Electronic money issued by foreign systems, the Issuer sets the conversion rate, which is provided to the User before completing the Transaction.

4.15. The User hereby gives his consent to the Issuer, in the event of failure to fulfill the User's obligation to the Issuer for any reason, to make an advance through further replenishment of the Current Account, to repay the issuer's debt.

4.16. If the User does not carry out transactions on his Account within **12 months** after the last Transaction, and there is no balance on the Account, the Issuer has the right to unilaterally terminate the Contract and close the User's Account (terminate the ability to use the Account), by

notifying the User about this in any way provided for in **clause 7.4** of this Contract. The clearing account with the balance is not closed.

4.17.   The User has the right to unilaterally terminate the Contract and close his Account at any time by sending an application to the Issuer using his identification data.

4.18.   Termination of the contract and closure of the Account is carried out in the manner and under the conditions established by the internal legal acts of the Issuer.

4.19.   Deposits made from a linked bank card and/or bank account cannot be cancelled.

5.   Identification of the user

5.1. In order to open a Current Account in the name of the User in the System and identify the latter, the User's bank account and (or) payment card are linked to the Current Account, and data about the latter are recorded in the System. Without registering the details of a bank account and/or payment card in the name of the User, opening a Current Account in the name of the User is impossible.

5.2. According to **clause 5.1** of the Regulations, the Current Account User can also be identified based on the following data (including, if the relevant information is certified by a valid document, then this valid document is also provided):

a) first name, last name, name of the legal entity, individual or individual entrepreneur,

b) details of an identity document, details of a registration document of a legal entity or individual entrepreneur; (state registration, registration numbers).

5.3. User authentication can be performed:

a) Using a mobile application,

b) At service points,

c) through terminals,

d) in another way proposed by the Issuer.

5.4. The Issuer provides on its official website and (or) in the Mobile application simple and accessible guidance on the necessary actions for User authentication.

5.5. The Issuer provides the User with the opportunity to change his identification data.

5.6. The User is obliged to inform the Issuer about changes in his personal data, as well as about the loss of an identity document, and bears the risk of losses caused by the Issuer's lack of information.

6. Rights and obligations of the parties

6.1. **The Issuer has the right:**

    6.1.1. reject the execution of the User's Transaction if he has not been registered/identified in the manner specified in the Contract,

    6.1.2. reject the execution of the User's Transaction if the balance of Electronic Money in the User's account is not enough to complete such a Transaction, and charge a commission established by the Issuer,

    6.1.3. reject the implementation of the User's Transaction if its implementation is limited or prohibited by the rules of the System and the current legislation of the Republic of Armenia,

    6.1.4. reject the execution of the User's Transaction if the information specified in the Transaction order provided by the User is incorrect or insufficient for the execution of a Transaction of this type,

    6.1.5. failure to fulfill the User's instructions for which the documents specified by the current legislation of the Republic of Armenia on combating money laundering and terrorist financing were not provided,

    6.1.6. block the User Account in cases provided for by the Contract and (or) the current legislation of the Republic of Armenia,

    6.1.7. Request from the User information and documents relating to the User, as well as the Transactions made by him, including the sources of origin of the money created on the virtual account, the basis of the Transaction carried out, the beneficiaries, as well as request information and documents required by legislation and other legal acts on combating money laundering and/or terrorist financing. In connection with the activities of the Issuer or in cases provided for by the legislation of the Republic of Armenia, or for the purpose of providing services to the User, the Issuer has the right to take the following actions, Provide the User's identification data, as well as information and documents relating to the Transactions made by him, to other persons, including the Issuer, as a person who has properly identified the User in accordance with the legislation on combating money laundering and/or the financing

of terrorism, has the right to provide information obtained as a result of verification of the User to the Issuer's partners, which are financial institutions or non-financial organizations, including copies of documents for the purpose of proper identification of the User by partners.

6.1.8. In cases provided for by the Contract and (or) the current legislation of the Republic of Armenia, without the User's instructions, reduce the balance of electronic money in the User's account in a non-accepting way,

6.1.9. unilaterally set and (or) change the limits of Transactions performed on the Account; changes come into force from the moment information about them is published on the website and (or) in the Issuer's Mobile application, unless otherwise established by the Issuer,

6.1.10. carry out modernization of the System and changes to the interface, temporarily stop the operation of the System in order to reform the equipment and programs that support the operation of the System, improve the software, increase the level of security and other preventive work, by notifying the User in advance,

6.1.11. unilaterally change the provisions of the Contract by notifying about it through its official website and (or) Mobile application.

6.2. **The user has the right:.**

6.2.1. Use the services provided by the Issuer in accordance with the terms of the Contract,

6.2.2. receive information about the services offered and the commission charged for them;

6.2.3. Receive information about Transactions made on his Account in accordance with the conditions defined by the Contract,

6.2.4. Submit applications and complaints to the Issuer in cases and in the manner determined by the Contract and the current legislation of the Republic of Armenia,

6.2.5. Instruct the Issuer to redeem or otherwise dispose of the balance of your Account at any time.

6.2.6. Enter your email address into the system to receive your monthly account statement. In addition, if the User does not indicate his email address in the System, this means that the User refuses to receive a monthly statement of transactions performed on the Account.

6.3. **The issuer is obliged:**

6.3.1. to ensure uninterrupted operation of the System,

6.3.2. take measures to the best of your ability to prevent unauthorized access to the User Account;

6.3.3. To inform the User about Transactions performed on the Account and the Account balance,

6.3.4. take measures to protect the confidentiality of information transmitted through the Issuer and protection from unauthorized access, use and (or) disclosure by third parties,

6.3.5. At the User's request, provide payment documents (documentary receipt of payment) justifying the Transactions made by the User,

6.3.6. In case of fraud, unauthorized transactions, technical errors or other problems, if they arose through the fault of the Issuer, try to restore the operation of the System within a reasonable time, as well as compensate for the actual damage incurred by the User, if the User makes such a claim,

6.3.7. enable the User, by indicating his email address in the System, to receive a monthly statement of transactions performed on his Account,

6.3.8. maintain the confidentiality of the User's personal data in the manner established by the legislation of the Republic of Armenia.

6.4. **The user is obliged:**

6.4.1. not to provide third parties or communicate in any way your input data,

6.4.2. Provide the Issuer with accurate and reliable feedback data;

6.4.3. provide reliable identification data to obtain the status of an authenticated User,

6.4.4. in case of changes in personal data or feedback data, provide the Issuer with the changed data within **5 working days**, and also present a valid identification document, payment card or bank account in case of expiration of the identity document, payment card or bank account that served as the basis for identification,

6.4.5. Provide the Issuer with information and documents requested under the Contract, including those specified by legislation and other legal acts in the field of combating money laundering and/or terrorist financing.

6.4.6. using available means of communication (Issuer's telephone service, e-mail) immediately inform the Issuer if any discrepancy, error or unauthorized access to the Account is detected,

6.4.7. ensure confidentiality and protection from unauthorized use of the current conditions for managing the Current Account (telephone number, input data),

6.4.8. In case of loss of the mobile phone number used to manage the current account, or other loss of the User's possession, immediately notify the Issuer about this by available means of communication (for example, the Issuer's telephone service, e-mail). In this case, the User bears all the negative consequences arising from failure to notify the Issuer of the loss of the

mobile phone number used to manage the Current Account, or other withdrawal from the User's possession.

6.4.9. promptly notify the Issuer by accessible means of communication (e.g. Issuer's call service, e-mail) about the occurrence, change or termination of such circumstances that are significant for the Issuer's activities, including fraud, unauthorized transactions, technical errors and (or) other problems in the System,

6.4.10. perform other duties specified in the Contract.

7. Conclusion (acceptance) of the contract and its validity period

7.1. Registration (opening) of a Current Account by the User is considered acceptance of the Contract.

7.2. Acceptance of the Contract means full and unconditional acceptance of all the terms of the Contract without any exceptions or restrictions and is equivalent to a written agreement.

7.3. There is no time limit for accepting the terms of the contract.

7.4. All notifications under the Contract are made in electronic form via email, the Issuer's official website, Mobile application or short messages, which is considered proper notification.

7.5. The contract is concluded for an indefinite period. The contract is signed in Armenian. For the convenience of the user, the Contract, as well as the tariffs and rules applicable to the services, may be translated and published in other languages, furthermore, in case of any discrepancy between such translations and the Armenian version, the Armenian version shall prevail.

8. Procedure for consideration of complaints

8.1. In case of problems or inconsistencies within the framework of the contract, the User may submit a request/complaint to the Issuer.

8.2. Applications/complaints from Users are accepted in writing, including:

a) in person (at the Issuer's Service Points),

b) by mail (to the postal address of the Company),

c) in electronic form (via the Company's email address info@telcell.am).

8.3. Consideration of the user's application/complaint is carried out in the manner established by the legislation of the Republic of Armenia, other legal acts and internal legal acts of the Issuer.

8.4. The procedure for submitting and considering customer applications/complaints, approved by the Issuer, is published in the <<Customer Rights>> section of the Issuer's official website.

9. Confidentiality

9.1. The parties undertake not to publish information received under the Contract, which is considered confidential for each of the parties.

9.2. The Issuer undertakes to ensure the confidentiality of the User's identification and input data, Account balance, information about Transactions with Electronic Money, and the User's personal data. The specified information may be published or used only in cases and in the manner determined by the legislation of the Republic of Armenia, as well as in cases where it is necessary to provide Services or protect the Issuer's violated rights. In all other cases, such information may be disclosed only with the consent or order of the User. The Issuer has the right to disclose to the Payee the personal data of the Payee and information related to the Payment transaction upon the written request of the Payee and with the consent of the Payee.

9.3. The User hereby gives his consent to the Issuer to process any information and documents available to the Issuer regarding the User, including an identification document, transfer to such third parties who establish legal relations or plan to establish legal relations with the User through the Mobile Application.

9.4. Information that the Parties could legally obtain from other sources without violating the terms of confidentiality is not considered confidential under the Contract.

9.5. Information about Transactions made by the user after termination of the Contract is stored for the period determined by the legislation of the Republic of Armenia.

10. Responsibility and impact of force majeure

10.1. The parties are responsible for non-fulfillment or improper fulfillment of obligations specified in the contract, in the manner and within the limits determined by the legislation of the Republic of Armenia.

10.2.   The Issuer is not responsible for the failure of postal, Internet and other communication services for reasons beyond its control, as well as for the User's failure to receive timely notification in connection with changes in the User's feedback data.

10.3.   The Issuer is not responsible for failure to fulfill its obligations under the Contract due to failures in communications, power supply and other technical failures.

10.4.   The Issuer is not responsible for the disclosure of Transactions and (or) identification and (or) input data of the User made by third parties through the User's Account if this occurred as a result of interception of the channel and (or) capture of data during use of the Account.

10.5.   The Issuer is not responsible for the provision or loss by the User of valid conditions for managing his Current Account to third parties.

10.6.   If there are suspicions that third parties may become aware of the current account management conditions due to loss or change by the User, the User is obliged to immediately notify the Issuer about this in the manner established by the Issuer. Before blocking or changing the current conditions, the User bears the risks of the consequences of their unauthorized use, including liability for damage caused to the Issuer.

10.7.   The parties are released from liability for partial or complete failure to fulfill their obligations under the Contract if the reason for this is insurmountable situations, namely, fire, flood, earthquake, failure of canals, power supply and other situations beyond the control of the Parties, as well as in the event of decisions, resolutions and other legal acts of the RA government bodies that impede the fulfillment of the obligations of the Parties under the Contract. Possible interruptions in the operation of the Issuer's System due to communication failure for reasons beyond the control of the Parties are also a situation beyond the control of the Parties.

11.   Other provisions

11.1.   The User warrants that the terms of the Contract are understandable and fully and unconditionally acceptable.

11.2.   The User guarantees that he will not use his Account for illegal activities.

11.3.   The Contract is governed by and construed in accordance with the legislation of the Republic of Armenia, regardless of the location of the User.

11.4.   By accepting the offer, the User gives his consent, fully aware that TEL-CELL OJSC. (address: RA, Yerevan city, Hakob Hakobyan 3, main building, 1st section, 1st and 3rd floors).

11.4.1. Process the User's personal data specified in this Offer, regardless of the form and method of implementation (including with or without the use of any automated, technical means);

11.4.2. The processing of personal data is carried out within the framework of the services provided by the Company to the User, and throughout the entire period in compliance with the requirements of the RA Law <<On the Protection of Personal Data>>,

11.4.3. To process personal data, contact **<<Electronic Management Infrastructure Implementation Office>> CJSC** and, through the latter, obtain the necessary information from any state body or local government body, as well as from any person processing the data, including data and information provided and protected by the RA Law <<On the Protection of Personal Data>>. In particular:

- From the database of the Passport and Visa Department of the RA Police: first name, last name, patronymic, type of identification document, document number, department that issued the document, presence of a public service number, social service number, citizenship, date of issue of the passport, validity period of the passport, residence code of the RA, marz of residence of the RA, locality, place of residence, street, house, building, apartment, photo in the identity document,

- From the database of the State Revenue Committee of the Republic of Armenia, data on paid income from the place of work (employer's TIN) for the last **12 months** (unless another period is selected) at the time of the request (including taxes and other obligatory payments).

11.5. By this Offer the User is notified that the Company:

11.5.1. The processing of personal data is carried out on the basis of the RA Law <<On Combating Money Laundering and the Financing of Terrorism>>, on the basis of the Law of the Republic of Armenia <<On Billing Systems and Billing Organizations>>, on the basis of the legal acts of the Central Bank of the Republic of Armenia regulating the payment and settlement area, and the internal legal acts of the Company, including compliance with the requirements of the RA Law <<On the Protection of Personal Data>> based on the Privacy Policy,

11.5.2. The processing of personal data is carried out in order to conduct a proper investigation and provide services to the Company in accordance with the requirements of the RA Law <<On Combating Money Laundering and the Financing of Terrorism>>.

11.5.3. Processes the following personal data about the User: first name, last name, patronymic, type of identification document, document number, unit that issued the document, presence of a civil service number, civil service number, citizenship, passport issue date, passport

validity period, RA place of residence code, RA marz of residence, locality, locality, street, house, building, apartment, photograph in an identity document, place of work (employer's TIN), data on paid income for the **last 12 months** (unless another period is selected) at the time of the request (including taxes and other obligatory payments). Of the data specified in this paragraph, only those personal data that are minimally necessary in a particular case to achieve the goal defined by this Offer and arising from the specific relationship between the Company and the User are subject to processing. If the data specified in this paragraph (each of them) is not necessary for a specific data processing purpose or is incompatible with it, the Company will not process such personal data,

11.5.4. The user will not be obliged to provide such data as he can and has the opportunity to obtain from the competent government authority,

11.5.5. Performs an action or group of actions related to receiving personal data upon request, studying it, comparing it, storing it in the Company's payment system, using it for research and decision-making purposes, making necessary corrections and changes, updating, destroying,

11.5.6. Has the right to transfer processed personal data exclusively within the framework of providing services to persons provided for by the legislation of the Republic of Armenia,

11.5.7. based on the user's request, carries out correction, destruction, termination of data processing or other operations related to processing, except for cases provided for by the legislation of the Republic of Armenia, when the Company is obliged to store data or is not authorized to fulfill the User's request,

11.5.8. The processing of personal data is carried out during the entire period of provision of services to the User, and in case of the User's consent and/or the requirement established by the legislation of the Republic of Armenia, also after the provision of services, during the period provided with the consent of the user and/or determined by the legislation of the Republic of Armenia,

11.5.9. The Company has not developed a special procedure for revoking the User's consent, and in this case the procedure defined by the legislation of the Republic of Armenia is applied.

11.6. By accepting the offer, the User, realizing this, gives his consent to TEL-CELL OJSC to the following: participate in advertising lotteries organized by TEL-CELL OJSC, and hereby gives consent to TEL-CELL OJSC to perform the following actions:

11.6.1. Process the User's personal data specified in this Offer, regardless of the form and method of implementation; (including with or without the use of any automated, technical means);

11.6.2. The processing of personal data is carried out within the framework of advertising lotteries organized by the Company and throughout the entire period in compliance with the requirements of the RA Law <<On the Protection of Personal Data>>,

11.6.3. First name, last name, patronymic and partially hidden mobile phone number of the Square User.

11.7. The user has the right to refuse to participate in advertising lotteries organized by the Company.

11.8. The User confirms that the following are considered analogues of his signature when performing Transactions or any other actions with the Mobile Application:

a) Data entered by the user. All actions performed using the User's input data are deemed to have been performed by the User, All documents sent using the User's input data are considered signed and sent by the User, All documents approved using the User's input data are considered signed by the User, including when the document is approved by clicking the <<I Approve>> button,

b) Email address entered by the User in the mobile application. all letters sent from the specified email address are considered signed and sent by the User.

12. Issuer's Requisites

Name - <<TEL-CELL>> opened joint-stock company

Adderss - RA, Yerevan city, street Hakob Hakobyab 3, main building, 1st section, 1st and 3rd floors

Tax Registration - TAX 02703102

Web - www.telcell.am

Email - info@telcell.am