

**PUBLIC CONTRACT
FOR RENDERING SERVICES WITH
ELECTRONIC MONEY**



Telcell
WALLET

1. General Provisions

1.1. The present Public Contract (hereinafter referred to as the Contract) defines the terms of usage of electronic payment means in TEL-CELL payment and settlement system (hereinafter referred to as the System), and, according to the acting RA Civil Code, is an official public offer (hereinafter referred to as offer to make use of Services) addressed to rendering services to physical persons and legal entities in the System to make use of services announced by “TEL-CELL” CJSC (hereinafter referred to as the Issuer). The Offer to make use of Services may be presented online or at the Branches of the Issuer by completing an application in the form established by the Issuer, or by any other way established by the Issuer.

By accepting the Offer terms, the Client confirms that he/she has got acquainted and fully and unconditionally accepts the terms of the present Contract, the rules and tariffs of making use of services, the operating versions of which are placed in the official website of the Issuer and (or) are presented in the branches of the Issuer (the Client and the Issuer are hereinafter together referred to as the Parties).

1.2. The Issuer renders services according to operating tariffs, and the Client makes use of services in accordance with the acting Legislation, rules of making use of services and the Contract. The types of services (hereinafter referred to as Services) rendered by the Issuer are:

- a) issuance of electronic money and ongoing service/replenishment (top up) of Registered account,
- b) electronic money service,
- c) realization of payment by electronic money to the service providers registered at the Issuer,
- d) Repayment of electronic money,
- e) Exchange of electronic money,
- f) Transfer of electronic money
- g) Other services described in the official website of the Issuer.

1.3. Information on the commissions established for the types of services, ways of their provision, possible operations, terms, services is placed on the internet website of the Issuer, information on commissions is also provided by a corresponding instruction before the conclusion of any transaction.

1.4. The automatic servicing of users is realized by 24/7 regime. The actions established by the Contract, which are not realized automatically, are realized by the Issuer on working days and at working hours established by its internal legal acts, which are placed on the internet webpage and/or mobile application of the Issuer.

1.5. The calculations in the computer are done in AMD.

2. The main concepts used in the contract

In the sense of the present Contract:

2.1. Electronic money: monetary value expressing monetary demand towards the Issuer, which:

- a) is kept on the electronic device,
- b) is issued against the monetary means, 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) AMD),
- c) is accepted as a payment means by persons other than the Issuer,

2.2. Issuer of electronic money (hereinafter referred to as the Issuer): “TEL-CELL” Closed Joint Stock Company which realizes issuance of electronic money on the territory of the Republic of Armenia according to the RA Laws and other legal acts;

2.3. User or Client: a physical person, a legal entity or a private entrepreneur, who, according to the Contract concluded with the Issuer and the rules of the System, has received the right to use the electronic money acquired by him/her in the services rendered in the System in accordance with the terms and rules preliminary announced by the Issuer;

2.4. Registered account (Account): integrity of records on the registration of monetary liability of the Issuer towards the User in the centralized database of the Issuer;

2.5. Topped up electronic money: Monetary value kept in the centralized database of the Issuer (prepaid electronic value, which is possible to top up (replenish),

2.6. One-time non topped up electronic money: Monetary value kept in the centralized database of the Issuer (prepaid electronic value), which is not possible to top up (replenish);

2.7. Authentication: Verification of the validity of the identification data of the user (user name and password);

2.8. Service: Ensuring the realization of operations by electronic money (rendering services) and calculations connected with them;

2.9. Payment: Payment order given by the User by using his/her identification data, in the result of which the Issuer makes a reduction of electronic money available on the User's Registered account and transfers to the final addressee (beneficiary) of payment receipt.

2.10. Repayment: withdrawal/encashment of electronic money from registered account;

2.11. Replenishment (top up): Money input into the registered account in the manner established by the Issuer and replenishment of the balance of electronic money.

- 2.12. Exchange:** Exchange of electronic money from the System User's Registered account to the registered account of the User in another system;
- 2.13. Transfer:** Transfer of electronic money from the System User's Registered account to the registered account of the User in another system;
- 2.14. Transaction:** Acquisition of electronic money by the User in accordance with the terms and rules preliminary announced and established by the Issuer and usage of electronic money in the services rendered in the System,
- 2.15. Balance:** The balance of electronic money on the Registered account of the User in the System.
- 2.16. Service point:** Branches of the Issuer.
- 2.17. Terminal:** electronic software-technical self-servicing equipment, which ensures the implementation of financial operations without the participation/interruption of the employee of financial organization;
- 2.18. Mobile application:** software in mobile devices by the Issuer, through which becomes accessible the account management, services usage, as well as information exchange (including electronic notifications) between the client and service provider.
- 2.19. Agent:** Financial organization other than the Issuer who, according to the contract concluded with the Issuer and the System Rules realizes electronic money repayment and (or) replenishment (top up) of User's Registered account.
- 2.20. Identification document:** passport or identification card.

3. Provision of Registered account and terms of usage

3.1. Registered account of electronic money may be opened through the internet webpage of the Issuer, Terminals and Mobile application, at Service points – on the internet webpage of the Issuer and (or) Mobile application, preliminary presenting the Contract. Only after the approval (acceptance) of the Contract by the User, a Registered account of electronic money is opened for the User, and starting from that point, the offer, together with the terms of the Contract, rules and tariffs of making use of services, constitutes a mandatory for execution contract concluded between the Issuer and the Client.

3.2. The Issuer provides the User:

- a) With a non identified Registered account, if the User has not passed identification process,

b) With an identified Registered account, if the User has passed identification process.

3.3. The Registered account in the Issuer's Service points is opened after the identification of the User, and an identified Registered account is immediately opened for the User in that System. No unidentified account is opened at the Issuer's of the Service points.

3.4. Confirmation of the Registered account of electronic money opened by the internet webpage, mobile application or terminal is made after receiving a confirmation instruction at the preliminary entered telephone number or e-mail address, to which the data of the corresponding Registered account are sent.

3.5. While being registered through the internet webpage of the Issuer, mobile application or terminal, the user is entitled to enter only his/her personal data without identification of the Registered account, as well as to acquire one-time non-topped up electronic money in the manner established by the Contract.

The Issuer may realize remote identification of the User by its internet webpage, mobile application or terminal and to provide a topped up electronic wallet.

3.6. The account is provided at the end of final actions by the User established by point 7.1 of the Contract.

3.7. The identification of the non-identified Account is realized in the manner established by section 5 of the Contract, by verifying the personal data filled in by the User (name, surname, data of identification document).

3.8. The User with a non-identified Account may conclude only the following transactions in the System by one-time usage non-topped up electronic money:

- a) payments for utility services,
- b) payments for mobile communication services,
- c) payments for TV and internet communication services,
- d) replenishment of bank and card accounts,
- e) loan repayment,
- f) insurance payments,
- g) state payments, which do not require mandatory identification of the User,
- h) payments for online games and to bookmaker companies,
- i) other payments, which do not require mandatory identification of the User.

3.9. One-time non-topped up electronic money kept in the Registered account of unidentified User may not exceed 200 000 (two hundred thousand) AMD at any time.

3.10. For acquiring topped-up electronic money the User shall pass identification process and acquire a status of identified User in the System.

3.11. Topped up electronic money kept in the Registered account (accounts) identifying each User by the Issuer may not at any time exceed 1 000 000 (one million) AMD equal, irrespective of the number of accounts opened in the name of each User.

3.12. Entering into the account and making any transaction by using that Account is only possible after the authentication of the User.

3.13. While entering into the account, the authentication of the User is realized by the software of the Issuer, using the User's identification data.

3.14. The User's identification data (user name and password) are created by the User himself/herself. The User may change his/her password at any time and for unlimited number of times.

3.15. The User bears complete liability for the protection of the confidentiality of his/her identification data. Any action connected with the account, which has been made by using proper identification data, is considered made by the User, except for cases established by the RA Legislation.

3.16. In case of losing his/her identification data by the User, the Issuer allows the User to recover the possibility of entering the account by entering the recovery password, which is provided by the Issuer at the demand of the User, by sending a message to the e-mail or mobile number previously attached to the Registered account.

3.17. The Issuer is entitled to establish recovery terms for input data to the Registered account, depending on the type of the User's Account.

3.18. The Issuer is entitled to refuse the recovery of input data to the Registered account if:

3.18.1. For the recovery of input data, the data presented by the User are different from the data available in the System, which the Issuer has received during the identification of the User.

3.18.2. In the result of the examination of the application presented by the non-identified User, the fact of belonging of that Account to the User was not confirmed.

3.19. The Issuer is entitled to block the account of the User.

3.19.1. By the initiation of the RA competent bodies, based on the decision made by the corresponding competent body, in cases and in the manner established by the RA Legislation,

3.19.2. By the initiation of the User, based on the corresponding application of the User, which has been presented to the Issuer by the following ways:

- a) orally applying to the calls service center of the Issuer,
- b) personally applying to the Issuer's Service point with the presence of identification document,
- c) presenting an electronic application to the Issuer by using his/her identification data,

3.19.3. By his/her own initiative, in the following cases established by the Contract and by the acting RA Legislation:

- a) In case of Issuer's suspicion on the violation by the User of the terms of using the Account established by the Contract,
- b) In case of the Issuer's suspicion on an unauthorized entry into the Account,
- c) In case of a presence of Transactions made by a non standard or strangely complicated scheme, which are not characteristic to the Users while concluding such transactions,
- d) In case of meeting the requirements established by the acting RA Legislation on money laundering and financing against terrorism by the Issuer,
- e) In case of overexpenditure of electronic money by technical reasons.

3.20. Blocking an account implies the prohibition of all operations by the Issuer, which may bring to a change of the balance of electronic money.

3.21. The terms of blocking an Account by the initiative of the Issuer depend on the grounds of blocking:

- a) Until the elimination of all the violations of the terms of Account usage
- b) Until the Issuer is sure that there was no unauthorized entry to the User's Account,
- c) Until the presentation of relevant explanations and documents of the User demanded by the Issuer in relation to suspicious Transactions,
- d) In accordance with the terms established by the acting RA Legislation on money laundering and financing against terrorism,
- e) Until the replenishment of electronic money by the User with the amount necessary to repay the overexpenditure of electronic money by technical reasons.

3.22. The terms of using the Account

3.22.1. The User is obliged to keep to the RA Legislation, the rights and lawful interests of the Issuer and third persons,

3.22.2. The User is obliged to use his/her Account personally, is not entitled to provide inform or to otherwise provide his/her identification data to third persons,

3.22.3. The User is obliged to initiate all necessary means to exclude the non authorized entries to keep the information on his/ her Account confidential personally,

3.22.4. The User is not entitled to use his/her Account for making unlawful actions.

3.23. The payment orders or notifications sent to the Issuer by the User using his/her identification data are proper and enough for the Parties to identify the User, to confirm the validity and integrity of electronic document. The Issuer is entitled to reveal the person receiving any payment, by means of defining a mandatory requirement to fill in additional information on the transaction in the payment orders of the person who has made a payment to him/her through the Issuer.

3.24. The User's identification data is the User's electronic signature within the framework of the Contract.

3.25. If no transaction has been made with the Account during the last 12 (twelve) calendar months, the Issuer has the right to charge a service fee from the Account starting from the 13th (thirteenth) month (including the fee for 13th (thirteenth) month), for each passive month 1000 (one thousand) AMD, and in case of having less than 1000 (one thousand) AMD in the Account, with the amount available in the Account's balance. By the way, in the sense of this clause, the cases of Account maintenance fee charges by the Issuer or confiscation of funds from Account based on the legal act of any state body are not considered as transactions.

4. Replenishment of the Account, repayment from the Account, exchange, transfer, electronic money value, validity term, making Transactions by the Account and closing of the Account

4.1. 1 (one) unit of electronic money is equal to 1 (one) AMD, the validity period of which is not limited.

4.2. Top up (replenishment) of electronic money is made in cash - through the Issuers Service points, Terminals, Agents, not in cash – through payment cards issued by banks, bank transfers, ArCa virtual cards and money transfer systems, transfer from Registered account of another User in the System.

4.3. For the replenishment of the Account through the Issuer's Service points, Terminals and money transfer systems it is necessary to mention the User's Registered account data. After the acceptance of the necessary amount for top-up an input order is formed, which is signed by the amount payer and by the Issuer, then one copy is provided to the amount payer. After the formulation of input order the Registered account of the User is replenished.

4.4. The Issuer may define additional paid services connected with the Account replenishment, withdrawal of means from the Account, through SMS message in case of a transfer or by another means for notifying the User.

4.5. For the replenishment of Registered account through an agent, it is necessary to present to a financial organization the Registered User's account number. Replenishment of Registered Account through an Agent is realized within the term established by the contract concluded with the Agent, about which the User is informed for reference. The list of Agents, through which it is possible to make a transfer, is presented on the internet webpage of the Issuer and (or) Mobile application.

4.6. Replenishment through the payment cards issued by the Bank and through ArCA virtual cards system is made through the serving bank (acquiring bank) by a contract concluded with that Bank and in accordance with the provisions established and by the regulations of ArCa virtual cards system.

- 4.7.** Information on other ways and tariffs of replenishment are placed on the Issuer's webpage and/or Mobile Application.
- 4.8. Repayment (encashment) from Registered account** may be done only by Users identified based on the data of identification document. Non identified Users may not encash the electronic money available on their Accounts.
- 4.9.** Repayment from account is done through Issuer's Service points, as well as by other means established by the Issuer, about which the Issuer notifies through its internet webpage and (or) Mobile application.
- 4.10.** The Issuer ensures proper identification of the User through the Issuer's Service points, as well by other means established by the Issuer.
- 4.11.** Commissions may be defined for the repayment from account through the Issuer's Service Points and by other means established by the Issuer, which are placed on the official website of the Issuer and are presented for the reference of the User before the conclusion of the Transaction.
- 4.12.** For the repayment from the Account, the Issuer provides a simple and accessible guide on the User's necessary actions on its internet webpage and (or) Mobile application.
- 4.13.** Repayment of electronic money is made in the instruction for repayment from the Account, with the amount mentioned by the User, in case if the means available on the account are enough.
- 4.14.** The order for the repayment from Account is refused if the amount mentioned by the User is not available on the Account. The repayment order is not subject to partial execution.
- 4.15. 1 (one) unit of electronic money is equal to 1 (one) AMD upon the repayment of electronic money from the System.**
- 4.16. Encashment of electronic money from the User's Registered account is made in AMD.**
- 4.17.** While making a **payment or transfer Transaction**, the withdrawal of electronic units from the User's Account is made in real time, at the moment of concluding the Transaction.
- 4.18. Exchange of electronic money** is made in real time, which means that, while exchanging, the electronic units from the User's Registered account are withdrawn online and are immediately accrued to the mentioned registered account of another system.

4.19. For the exchange of electronic money, the User shall precisely mention the name of the system with which the Transaction is concluded and the registered account in that system, to which the exchanged electronic money shall be accrued.

4.20. Commission may be defined for the exchange of electronic money, which is sent for the reference of the User before concluding the Transaction.

4.21. In case of making the exchange of electronic money by electronic money issued by foreign systems, the Issuer defines an exchange rate, which is sent as a reference to the User before concluding the Transaction.

4.22. If the User does not conclude transactions by his/her account within 12 months after the last concluded transaction, and there is no balance in the Account, the Issuer is entitled to dissolve the Contract unilaterally and to close the User's Account by notifying the User about it in any manner established by point 7.3 of the present Contract.

4.23. The User may dissolve the Contract at any time and close his/her Account by using his/her identification data, by presenting an electronic application to the Issuer.

4.24. The Contract is dissolved and the Account is closed within 30 days after receiving the User's application by the Issuer.

4.25. Within 30 days after presenting the electronic application for closing his/her account, the User may withdraw his/her application and terminate the process of dissolving the Contract and closing the Account.

5. Identification of the User

5.1. The identification of the User is made based on the following data:

1. Name, surname of a physical person, name of a legal entity,
2. Data of identification document of a physical person, data of registration document of a legal entity (state registration, registration numbers)
3. Mobile phone number,
4. Account registration/identification data.

5.2. User's identification is realized:

5.2.1. At the Issuer's Service points,

5.2.2. Through the Terminal, by the customer care specialist,

5.2.3. Remotely, directly from the "Personal page" of the Mobile application electronic wallet or by attaching a bank card connected to 3D Secure security system issued by a bank operating in the RA to the electronic wallet.

5.3. For the User's identification, the Issuer provides a simple and accessible guide on its internet website and (or) Mobile application on necessary actions for User's identification.

5.4. A change of data identifying the User in the System is made based on the User's application.

5.5. Only 1 (one) User may be in the System with the same identification data.

6. The rights and responsibilities of the Parties

6.1. The Issuer is entitled:

6.1.1. Not to refuse the User's Transactions which are foreseen only for the Users' identification,

6.1.2. To refuse the User's Transaction if he/she was not registered/identified in the manner established by the Contract,

6.1.3. To refuse the User's Transaction if the balance of the electronic money on the User's account is not enough for making such a Transaction and for charging the established commission of the Issuer.

6.1.4. To refuse the User's Transaction if its conclusion is limited or banned by the rules of the System and by the RA Legislation,

6.1.5. To refuse the User's Transaction if the information mentioned in the transaction order presented by the User are wrong or insufficient for making such a Transaction,

6.1.6. Not to execute the User's order for which the documents established by the acting RA Legislation on money laundering and financing against terrorism are not presented,

6.1.7. To block the User's account in cases established by the Contract and by the acting RA Legislation,

6.1.8. In cases established by the acting RA Legislation, to demand from the User information and documents in relation to the concluded transactions, including the sources of money originated on the virtual account, on the grounds of the concluded Transaction and on beneficiaries,

6.1.9. In cases established by the Contract and by the acting RA Legislation, without the User's instruction, in an unaccepted order to reduce the electronic money balance available on the User's account,

6.1.10. To define unilaterally and to change the limits of Transactions made by the Account, the changes enter into force from the moment of publishing information about them on the Issuer's website and (or) Mobile application if not otherwise envisaged by the Issuer.

6.1.11. To realize updates and interface changes, to temporarily terminate the operation of the System for making improvements in the equipment and software ensuring the operation of the System, raising the security level and performing other preventive works, preliminary informing about them the User.

6.1.12. Change the provisions of the Contract unilaterally.

6.2. The User is entitled:

6.2.1. To make use of the Issuer's services, in accordance with the terms of the Contract,

6.2.2. To receive information on the offered services and their tariffs,

6.2.3. In accordance with the terms established by the Contract to receive information on the Transactions concluded by his/her Account,

6.2.4. To present applications and complaints in cases and in the manner established by the Contract and by the RA Legislation,

6.2.5. To demand from the Issuer to repay or otherwise manage the balance of his/her Account at any time.

6.2.6. To mention his/her electronic address in the System for receiving the extract on operations made by the Account. Besides, if the User has not mentioned his/her electronic address in the System, it means that the User refuses to receive the extract on the operations made by the Account on monthly basis.

6.3. The issuer is obliged:

6.3.1. To ensure the faultless operation of the System,

6.3.2. To establish a proper examination procedure for the User's identification, according to the Law of the Republic of Armenia "on money laundering and financing against terrorism",

6.3.3. to take measures within the limits of his/her possibilities to prevent unauthorized entry to the User's account,

6.3.4. To inform the User on the transactions made by the Account and on the balance of the Account,

6.3.5. to take measures to keep the confidentiality of information exchanged through the Issuer and in the direction of protection from unauthorized entries, use and (or) disclosure to third persons,

6.3.6. In case of a demand by the User, to ensure the provision of a settlement document (payment documentary receipt) justifying the payments made by the User,

6.3.7. In case of forgeries, unauthorized operations, technical faults or other issues, if they have arisen by the fault of the Issuer, after keeping the User informed immediately by means accessible to him/her, to try to recover the work of the System at least within 24 (twenty-four) hours, otherwise to compensate the real damage caused to the User, in case if the User presents such a demand.

6.3.8. To give a possibility to the User to receive an extract on his/her monthly operations mentioning his/her electronic address in the System,

6.3.9. To keep the confidentiality of the User's personal data in the manner established by the RA Legislation.

6.4. The User is obliged:

6.4.1. not to provide and not to divulge his/her identification data to third persons by any way,

6.4.2. to present to the issuer correct and valid contact information,

6.4.3. To present reliable data for receiving a User's status,

6.4.4. In case of a change of personal data or contact information to present them to the Issuer within 5 (five) business days,

6.4.5. To provide to the Issuer information and documents required within the framework of the Contract,

- 6.4.6.** To inform the Issuer immediately by accessible means of communication (Issuer's call center, e-mail) in case of detecting any incompliance, error or unauthorized entry to the Account,
- 6.4.7.** To ensure the confidentiality of requisites for the management of Mobile application (passwords, PIN codes) and protection from unauthorized usage,
- 6.4.8.** In case of a loss of a mobile phone number used for the management of mobile application or in case of otherwise falling out of control of the Client to immediately inform the Issuer, through the latter's calls support service or personally appearing to the Issuer's branch,
- 6.4.9.** To inform the Issuer as soon as possible about such circumstances, changes or terminations, which have a significant importance for the Issuer's activity, including about forgeries, unauthorized operations, technical errors or other issues.
- 6.4.10.** To realize other obligations established by the Contract.

7. Conclusion (acceptance) of the contract and validity term

7.1. Acceptance of the Contract is considered the end of the User's following actions:

- a) To complete the application for account registration,
- b) To get acquainted with the terms of the Contract and to press the button of agreement to the terms of the Contract.

7.2. Acceptance of the contract means complete and unconditional acceptance of all the terms of the Contract without any exclusion or limitation and is equal to a contract concluded in writing.

7.3. The terms of accepting the terms of the Contract are not limited. All notifications within the framework of the Contract are made electronically, by e-mail, Issuer's official website, mobile application or short SMSs which are considered proper notification.

7.4. The Contract is concluded for an indefinite period. The Contract is concluded in Armenian language. For the convenience of the Client, the Contract, as well as the applied tariffs and rules may also be translated and published in other languages, but in case of a discrepancy between such translations and the Armenian version, the Armenian version will prevail.

8. Complaints discussion procedure

8.1. In case if issues and incompliance arise within the framework of the Contract, the User may present an application-complaint to the Issuer.

8.2. The complaints, issues of the User are accepted:

- a) orally, by calling to the hot line of the Company,
- b) in writing, including:
 - by hand (in the Service points of the Issuer)
 - by post (by postal address of the Company),
 - electronically (through the official website of the Company (www.telcell.am) or electronic mail).

8.3. The discussion of the User's application-complaint is realized in the manner established by the RA laws, other legal acts and internal legal acts of the Issuer.

8.4. The procedure of presenting and examining the Client's application complaints approved by the Issuer is published at the "Customers' rights" section of the Issuer's Official website.

9. Confidentiality

9.1. The Parties are obliged not to publish information received within the framework of the Contract, which are considered confidential for each of the Parties.

9.2. The Issuer is obliged to ensure the confidentiality of the User's identification data, balance of Account, information on the Transactions made by electronic money, information on the User's personal data. The mentioned information may be published only in cases and in the manner established by the RA Legislation, as well as in cases when it is necessary for rendering services or for the protection of infringed rights of the Issuer. In all other cases, such information may be disclosed only by the consent or order of the User. The Issuer is entitled to disclose personal information of the payer and details on the Transaction to the payment recipient in case of a presence of the written demand of the payment recipient and the consent of the Payer.

9.3. Within the framework of the Contract, non confidential are considered information which the Parties may receive legally from other sources, without the violation of the terms of confidentiality.

9.4. Information on the Transactions made by the User is kept for the term of 5 years after dissolving the Contract.

10. Liability and impact of force majeure

10.1. The Parties bear liability for non fulfilment or improper fulfilment of the liabilities established by the Contract in the manner and with the extent established by the RA Legislation.

10.2. The Issuer does not bear liability if the User did not receive a notification on time because of reasons out of his/her control – failures in the postal, internet and communication services, as well as because of a change of the User's contact information.

10.3. The Issuer does not bear liability for non-fulfilment of his/her liabilities under the Contract because of failures in communication, power supply, software and other technical failures.

10.4. The Issuer does not bear liability for the disclosure of transactions made by third persons with the User's account and (or) User's identification data if it occurred in the consequence of wiretapping and (or) data purloining.

10.5. The Issuer does not bear liability if the User has provided his/her identification data to third persons.

10.6. In case of a loss of requisites for the management of Account, as well as in case of a suspicion that they became known to third persons, the User is obliged to inform the Issuer immediately by the established order. Before blocking or changing the requisites the User bears the risks of consequences of their unauthorized use, including the liability for the damages caused to the Issuer.

10.7. The Parties are released of liability for partial or complete non-fulfilment of their liabilities under the Contract, if its cause is the force majeure circumstances: fire, flood, earthquake, failure of communication lines, power supply and other circumstances which are out of the control of the Parties, as well as in case of adoption of decisions, verdicts and other legal acts by the RA State Bodies, which hinder the fulfilment of liabilities of the Parties under the Contract. A situation out of control of the Parties is also the possible terminations of the Issuer's System in the consequence of communication failure not depending on the Issuer

11. Other terms

11.1. The User guarantees that he/she understands the terms of the Contract, and they are completely and unconditionally acceptable by him/her.

11.2. The User guarantees that he/she will not use the Account for illegal actions.

11.3. The Contract is regulated and interpreted in the manner established by the RA Legislation, irrespective of the User's whereabouts.

11.4. By accepting the Terms and Conditions, User 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 User. The User acknowledges that the request is going to be sent only once, requested personal data will not be saved and will not be transferred to third parties, the User can demand for the requested data to be corrected, deleted or termination of the data processing at any time.

11.5. The user confirms, that for transactions with a mobile application or for any other action analogous to their signature are considered.

a) The identification data of the User: all the actions made by using the User's identification data (User's login and/or password) are considered as made by the User, all the documents sent by using User's identification data are considered signed by the User and sent by the User, all the

documents confirmed by using the User's identification data are considered signed by the User including in cases where the document has been approved by clicking the "Confirm" button.

b) User's e-mail address entered in mobile application: all mails sent from the entered e-mail address are considered signed by the User and sent by the User.

12. Issuer's requisites

Name: "TEL-CELL" Closed Joint Stock Company
Address: Armenia, Yerevan, H. Hakobyan, main building
1st section, 3rd floor
Tax registration: TIN 02703102
Web page: www.telcell.am
Email: info@telcell.am
Telephone: +374 (60) 27-22-22

