

# PUBLIC AGREEMENT ON PROVISION OF SERVICES WITH ELECTRONIC FUNDS



**Telcel**  
**WALLET**

## 1. General Provisions

**1.1.** This public agreement (hereinafter referred to as the Agreement) defines the conditions for the use of electronic payment instruments in the settlement system (hereinafter referred to as the System) of TEL-CELL CJSC (hereinafter referred to as the Issuer), including the conditions for opening, replenishing and using an Account for issuing and emitting electronic money, and, in accordance with the current Civil Code of the Republic of Armenia, is an official written public offer (hereinafter referred to as the Offer for the use of services and (or) the Offer) for the provision of services to individuals and legal entities in the System.

**1.2.** The offer to use the services may be submitted online or in any other way stipulated by the Issuer.

**1.3.** Accepting the terms of the Offer, the User confirms that he has fully read and fully unconditionally accepts the terms of the Agreement, the rules and tariffs charged for the use of services, the 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 service The Issuer of the Telcell Wallet mobile application (the User and the Issuer, hereinafter jointly the Parties).

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

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

- a) issuance of electronic funds / replenishment of the current account (depositing the account);
- b) electronic money service;
- c) making electronic payments in favor of the services providers registered in the system,
- d) redemption of electronic funds;
- e) conversion of electronic funds;
- f) electronic funds transfer;
- g) other services described on the official website of the Issuer.

**1.6.** Information on the types of services, ways of their provision, potential operations, terms, commission established for the services provided, are posted on the Issuer's website, as well as a respective notification about a commission is being displayed before making each transaction.

**1.7.** Automatic user service is provided 24/7. The actions established by the Agreement that are not performed automatically are carried out by the Issuer on working days and hours established by the internal legal acts adopted by it, which are presented on the issuer's website and (or) in the mobile application.

**1.8.** In the case of certain payment and settlement services provided to the User through the Telcell Wallet mobile application and service points, in particular, transfers from a bank account and (or) a payment card attached to the Telcell Wallet mobile application, based on the User's payment order, electronic money may not be issued.

**1.9.** The settlements in the system are made in AMD.

## 2. Main Concepts

In the scope of the present Agreement:

- 2.1. Electronic money-** monetary value expressing a monetary claim against the Issuer, that:
- a) is stored on the electronic device;
  - b) Issued instead of the received funds, the value of which is equal to the value of issued electronic Money (one unit of the electronic Money, issued by the Issuer is equal to 1 AMD);
  - c) Accepted as means of payment by persons, except for the Issuer.
- 2.2. Issuer of electronic money-** “Tel-Cell” CJSC, issuing electronic Money on the territory of the Republic of Armenia, pursuant to laws and other legal acts of the Republic of Armenia.
- 2.3. Issuance of Electronic money / Replenishment of account (replenishment)-** a function, as a result of which the issuer adds electronic money to the account of a user registered in the system from a bank account and / or payment card, acquiring a monetary obligation to the User.
- 2.4. User-** an individual, a legal entity or an individual entrepreneur who, in accordance with the agreements concluded with the Issuer and the rules of the System, has obtained the right to use the electronic money acquired by him within the services provided in the system in accordance with the previously announced and established conditions and rules of the Issuer.
- 2.5. Users’ account (account)-** a set of records on the accounting of the Issuer's monetary obligation with respect to the User, Service Provider, Agent or Lender (hereinafter referred to as the Client, Clients) in the Issuer's centralized database.
- 2.6. Authentication-** Authentication of User’s sign in data (User login (if available) and password).
- 2.7. Servicing-** ensuring the implementation of transactions (provision of services) with electronic money and related settlements, as a result of which the user gets the opportunity to replenish the account and (or) present the electronic money available on the account for redemption and (or) transfer to other users registered in the system and (or) make payments in favor of service providers.
- 2.8. Payment-** an operation, as a result of which a payment for the services rendered, products sold or works performed by the services provider is made in electronic money, by reducing the electronic money available on the Account of the User registered in the System, who initiated the payment, in the amount of the sum to be paid, by replenishing the Account of the services 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 account of the client registered in the system by the amount to be redeemed by transfer to a bank account and (or) payment card, reducing the amount of its monetary obligation to the client.
- 2.10. Conversion-** an Issuer's operation that results in the exchange of electronic money issued by any Issuer of electronic money for electronic money issued by another System (hereinafter referred to as the “Conversion”). In this case, the Issuer may delegate the conversion function provided for in this sub-clause to another person (hereinafter referred to as the “Converting Person”).
- 2.11. Transfer-** an operation, as a result of which the Issuer has an obligation to reduce the electronic money available on the Account of the User, registered in the system, initiating and performing the transfer, in the amount of the sum to be transferred, with an equivalent increase of such sum on the Account of the User receiving the transfer registered in the system.

- 2.12. Transaction-** the acquisition of electronic money by the User and the use of electronic money in the services provided in the system in accordance with the previously announced and established conditions and rules of the Issuer.
- 2.13. Balance-** the balance of electronic funds available on the User's account in the system.
- 2.14. Service center-** branches of the Issuer.
- 2.15. Terminal-** an automated machine that accepts payments for certain services and / or deposits cash to customers' accounts (payment acceptance terminal).
- 2.16. Mobile application-** software for working on mobile devices by the Issuer, 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 other than the Issuer that, in accordance with the agreement concluded with the issuer and the system rules, performs the repayment of electronic money and / or replenishment (transfer of money) of the User's account.
- 2.18. Financial institution-** an organization that has obtained a license to implement money transfers or a bank or a branch of a foreign bank operating in the territory of the Republic of Armenia.
- 2.19. Service provider-** a legal entity or individual entrepreneur who has agreed to accept the issued electronic money as means of payment for the services provided, goods sold or works performed in accordance with the agreement concluded with the Issuer and the rules of the System.

### **3. Provision of an account and terms of its use**

- 3.1.** When opening an electronic money account, an offer for the use of the Services is submitted in advance. By opening an account, the User gives the Offer approval (acceptance), and from that moment on, the Offer, along with the terms of the agreement, rules and tariffs for using the services, constitutes a binding agreement concluded between the Issuer and the User.
- 3.2.** Verification of the Electronic Money Account is carried out by sending a confirmation code from the Issuer to the previously entered phone number or e-mail of the User. If the User entered a wrong phone number or e-mail address, as a result of which he did not receive the confirmation code, he shall pass the registration process in the System once again, whereupon he would receive a new confirmation code. Once entering the code, the system prompts you to create a password (PIN-code).
- 3.3.** Upon completion of the registration process, the User is provided with an identification number of the account -ID, which is unique, non-repeating.
- 3.4.** The Issuer provides the User with an Account if the User has passed the authentication process.
- 3.5.** Confirmation of opening an Electronic Money Account is made by sending by the Issuer a confirmation password to the telephone number or e-mail address previously entered by the User or by other means of communication.

**3.6.** To purchase electronic money, the User must go through the identification process in the manner specified in Section 5 of the Agreement and obtain the status of an identified User in the system.

**3.7.** The amount of electronic money kept on the Account(s) of the identified User at any time cannot exceed the equivalent of AMD 1,000,000 (one million), regardless of the number of accounts opened in the name of each User.

**3.8.** The User may access the account only after authentication.

**3.9.** The User authentication data shall be created by the User independently. The user may at any time change the password unlimited times.

**3.10.** The user bears all the responsible for maintaining the confidentiality of his authentication data. Any action related to the account, performed using the valid authentication data, is considered to have been performed by the User, except for the cases established by the legislation of the Republic of Armenia.

**3.11.** In the event that the User loses his authentication data, the Issuer enables the User to restore his access to the account by entering the recovery code, which may be provided by the Issuer on behalf of the User, by sending a message to the email address previously attached to the Account or to the mobile phone number entered by the User or by other means of communication.

**3.12.** The Issuer has the right to establish the conditions for restoring the access to the Account, depending on the type of the User's account.

**3.13.** The Issuer has the right to refuse the User to restore the Account authentication data in case as a result of consideration the User's request, the fact that this account belongs to this User has not been confirmed.

**3.14.** The Issuer has the right to block the User's Account:

**3.14.1.** At the initiative of the competent authorities of the Republic of Armenia, in cases and in accordance with the procedure established by the current legislation of the Republic of Armenia, on the basis of a decision made by the competent authority with the relevant powers.

**3.14.2.** At the initiative of the User, on the basis of the relevant application obtained from the User, which was submitted to the Issuer as follows:

- a) by an oral (personal) application to the Issuer's call center;
- b) When personally contacting the Issuer's service center with the relevant identification documents,
- c) when submitting an electronic application to the Issuer using their authorization data.

**3.14.3.** On their own initiative in cases stipulated by the Agreement and the current legislation of the Republic of Armenia:

- a) If the Issuer suspects that the User has violated the terms of use of the account stipulated in the Agreement;
- b) If there is a suspicion of unauthorized access to the account;
- c) If there are non-standard or strange complex scheme transactions that is not typical for the other Users of the Issuer when making similar transactions;
- d) In case of fulfillment by the Issuer of the requirements established by the current legislation of the Republic of Armenia on Combating Money Laundering and Terrorism Financing;
- e) In the event of an unfulfilled obligation of the User with respect to the Issuer;
- f) in case of failure to provide new valid data when changing personal or feedback data, as well as in case of failure to provide an identity document and (or) a bank card / account considered as the basis for identification, a valid identity document and (or) a bank card / account.

**3.15.** Account blocking means a ban on all or part of the User's operations in the mobile application.

**3.16.** If the ban is imposed on the Account at the initiative of the Issuer, the terms of the ban depend on the grounds thereof:

- a) until all violations of the terms of use of the Account committed by the User are eliminated;
- b) until the Issuer makes sure that no unauthorized access to the Account has occurred;
- c) until the User submits the relevant explanations and documents regarding the suspicious transaction(s) that the Issuer has requested;
- d) in accordance with the conditions established by the current legislation of the Republic of Armenia on Combating Money Laundering and Terrorism Financing;
- e) until the User deposits electronic money in the amount of the User's unfulfilled obligation towards the Issuer;
- f) until submission of changed personal or feedback data or a valid identity document and / or bank card/ account.

**3.17.** The terms of using the account:

**3.17.1.** When using the Account, the User undertakes 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 undertakes to use the Account personally. The User does not have the right to inform or in any other way provide third parties with his authentication data;

**3.17.3.** The User undertakes to independently take all necessary measures to maintain the confidentiality of account data and so prevent unauthorized access;

**3.17.4.** The User does not have the right to use the Account to perform illegal actions.

**3.18.** Payment orders sent to the Issuer using the User's authentication data are considered to be appropriate and satisfactory for both the parties to identify the User.

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

**3.20.** Under this Agreement, the user's authentication data shall be deemed as an analogue of the user's signature.

**3.21.** If within the last 12 (twelve) calendar months no single transaction has been performed on the Account, the Issuer has the right to charge the Account a service fee starting from the 13th (thirteenth) month (including the 13th (thirteenth) month) in the amount of 1000 (one thousand) AMD for each passive month, and if the balance of the Account is less than 1000 (one thousand) AMD -in the amount of the balance available on the Account. At the same time, in the context of this paragraph, cases when the Issuer charges a fee for servicing the Account or collects funds from the account on the basis of a legal act of any state body shall not be considered as a transaction.

#### **4. Replenishment of the Account, repayment, conversion, transfer from the Account, the value of the electronic money, expiration date, performance of transactions on the Account and closing of the Account**

**4.1.** 1 (one) unit of electronic money issued by the Issuer is equivalent to 1 (one) AMD, the validity period of which is set termless.

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

**4.3.** For the transfer of information by SMS message or otherwise, the Issuer may establish additional paid services related to account replenishment, debiting (withdrawal) of funds from the account, transfer from the account.

**4.4.** Information about other methods of replenishment and fees charged for services is posted on the issuer's website and (or) in the mobile application.

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

**4.6.** The issuer provides information on the necessary actions of the user to redeem from the account on its official website and / or in the mobile application.

**4.7.** In the amount specified by the User in the instructions for redemption from the account, electronic money is redeemed if there are sufficient funds on the account.

**4.8.** If there are no funds in the Order for debiting the Account on the User's account in the amount indicated by the User, the order is rejected. The order for redemption is not subject to partial execution.

**4.9. When redeeming electronic money from the system, 1 (one) unit of the electronic money is equivalent to 1 (one) Armenian dram.**

**4.10. The redemption (cashing out) of electronic money from the User's Account is made in AMD.**

**4.11.** When making a payment or transfer operation, electronic units are debited from the User's account in real time, at the moment of performance of the Transaction.

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

**4.13.** For the conversion of electronic money, commission fees may be established, information about which shall be provided to the User prior to making a Transaction.

**4.14.** In the case of performing the conversion of electronic money with electronic money issued by foreign systems, the Issuer establishes the exchange rate, shall be provided to the User prior to making a Transaction.

**4.15.** The User hereby gives the Issuer his consent to perform direct collection from subsequent replenishment of the User's Account in order to repay the debt against the Issuer in the event of existence of an unfulfilled obligation to the Issuer for any reason.

**4.16.** If the User does not perform 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 Agreement and close the User's account (terminate the ability to use the account), notifying the User thereabout in one of the ways provided for in clause 7.4. of this Agreement. An account having a balance is not subject to be closed.

**4.17.** The user can terminate the agreement unilaterally at any time and close his account by submitting an application to the issuer using his identification data.

**4.18.** The agreement is terminated and the account is closed in accordance with the procedure and terms established by the internal legal acts of the issuer.

## **5. User identification**

**5.1.** To open an account in the name of a user in the system and identify the latter, the user's bank account and (or) payment card is attached to the account, with registration of data about the latter in the system. An account in the name of the user is not opened without registering the data of the bank account and / or payment card in the name of the user.

**5.2.** In the manner prescribed by clause 5.1 of the Regulations, the account user can also be identified on the basis of the following data (including, if the relevant information is confirmed by a competent document, then this valid document is also submitted):

- a) name, surname of an individual or an individual entrepreneur, name of a legal entity,
- b) data of a document certifying an individual, data of a document on registration of a legal entity or an individual entrepreneur (numbers of state registration, accounting).

**5.3.** User identification may be performed:

- a) with a mobile application,
- b) at the service centers,
- c) with terminals.

**5.4.** On his official website and (or) mobile application, the Issuer provides simple and accessible guideline on the actions necessary for user identification.

**5.5.** The issuer provides the user with the opportunity to make changes to the identification data of the latter.

**5.6.** The User is obliged to notify the Issuer of changes in his personal data, as well as 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 shall be entitled to:**

**6.1.1.** Reject the User to perform a transaction if he has not been registered / has not passed the authorization in the manner prescribed by this Agreement.

**6.1.2.** Reject the User to perform a transaction if the balance of electronic money on the User's Account is insufficient to complete such a transaction and charge a commission fee established by the Issuer.

**6.1.3.** Reject the execution of the operation by the User, if its execution is limited or prohibited by the rules of the system and the current legislation of the RA.

**6.1.4.** Reject the User to carry out a transaction if the information specified in the transaction order submitted by the User is incorrect or insufficient to complete a transaction of this type.

**6.1.5.** Not to perform orders submitted to the Issuer by the User, for which the documents established by the current legislation of the Republic of Armenia On Combating Money Laundering and Terrorism Financing have not been submitted.



**6.1.6.** In cases envisaged by the Agreement and (or) the current legislation of the Republic of Armenia, block the User's Account.

**6.1.7.** Require the User to provide information and documents regarding the transactions made, including the sources of origin of the money that appeared on the virtual Account, the grounds for the transaction and its beneficiaries, as well as request information and documents required by the legislation and other legal acts on combating money laundering and / or financing terrorism. In connection with the issuer's activities or in cases established by the legislation of the Republic of Armenia, or for the purpose of providing services to the user, the issuer has the right to provide the user's identification data, as well as information and documents regarding transactions made by him to other persons, as well as the Issuer, as a person who has carried out the proper identification of the user in accordance with the procedure provided for by the legislation on combating corruption money laundering and/or terrorist financing, has the right to provide information to the issuer's partners who are a financial institution or non-financial institution, obtained as a result of proper examination of the user, including copies of documents, in order to properly identify the user by partners.

**6.1.8.** In cases stipulated by the Agreement and (or) the current legislation of the Republic of Armenia, reduce the balance of electronic money on the User's account without the User's order, without acceptance.

**6.1.9.** Unilaterally establish and (or) amend the limits of transactions made on the Account. Such changes come into force upon the moment of placing the relevant information thereabout on the Issuer's website and (or) mobile application, unless otherwise provided by the Issuer.

**6.1.10.** in order to improve the devices and programs that ensure the functioning of the system, update the system and change the interface, improve the software, increase the level of security and perform other preventive works, temporarily suspend the activity of the System, notifying the User in advance.

**6.1.11.** Unilaterally amend the provisions of the Agreement, notifying thereabout through his official website and (or) mobile application.

## **6.2. The User shall be entitled to:**

**6.2.1.** Use the services provided by the Issuer in accordance with the terms of the Agreement.

**6.2.2.** receive information about the services offered and the fees charged for them,  
Get information about the services offered and their tariffs, commissions.

**6.2.3.** Obtain information about transactions made on his account in accordance with the conditions established by the Agreement.

**6.2.4.** Submit applications and complaints to the Issuer in cases and in the manner established by the Agreement and the current legislation of the RA.

**6.2.5.** At any time, instruct the Issuer to redeem or otherwise dispose of the balance of its Account.

**6.2.6.** Indicate his e-mail address in the system in order to receive an statement of the monthly operations performed on the Account. At the same time, if the User has not indicated his e-mail address in the System, this means that the User refuses to receive a statement of the monthly transactions performed.

## **6.3. The Issuer undertakes to:**

**6.3.1.** Ensure the smooth operation of the system.

**6.3.2.** Do his best to prevent unauthorized access to the User's Account.

**6.3.3.** Inform the User about the Account Transactions and the Account balance.

**6.3.4.** Take measures to protect the confidentiality of information exchanged through the Issuer, and ensure protection against unauthorized access by third parties, use and / or disclosure of information.

**6.3.5.** At the request of the User, ensure the provision of settlement documents (payment receipts) justifying the transactions made by the User.

**6.3.6.** In case of fraud, unauthorized operations, technical errors or other problems, if they arose due to the Issuer's fault, try to restore the operation of the System within a reasonable time, otherwise compensate for the actual damage suffered by the User, if the User submits such a request.

**6.3.7.** Provide the User with the opportunity, by specifying his e-mail address in the system, to receive a monthly statement of transactions made on his Account.

**6.3.8.** Protect the confidentiality of the User's personal data in accordance with the procedure established by the legislation of the Republic of Armenia.

#### **6.4. The User undertakes:**

**6.4.1.** Not to submit or anyway disclose his authorization data to any third person.

**6.4.2.** Submit correct and valid contact data to the Issuer.

**6.4.3.** Submit trustworthy data for identification in order to obtain the status of an identified user.

**6.4.4.** In case of changes in personal data or feedback data, provide the changed data to the Issuer within 5 (five) business days, and also, in case of expiration of the identity document or bank card, provide a valid identity document or bank card or bank account.

**6.4.5.** Provide the issuer with the information and documents requested under the agreement, including those established by legislation and other legal acts on combating money laundering and/or terrorist financing.

**6.4.6.** Immediately inform the Issuer about revealing any discrepancies, mistakes or unauthorized access to the account by any available means of communication (Issuer's call center, e-mail).

**6.4.7.** Ensure the confidentiality of the account management details (phone number, incoming data) and protection from unauthorized use.

**6.4.8.** In case of loss of the mobile number used for managing the account, or otherwise withdrawing from the User's possession to immediately notify the Issuer thereabout by means of available communication (e.g., the Issuer's Call Service, e-mail), At the same time, all negative consequences arising from the loss of the mobile number used to manage the account, or not notifying the issuer of the withdrawal from the user's possession in any other way, are borne by the user.

**6.4.9.** By means of available communication (e.g. The Issuer's Call Service, e-mail) notify the Issuer as soon as possible about the occurrence, change or termination of such circumstances, that are material to the Issuer's activities, including Fraud, unauthorized operations, technical errors and (or) other issues in the System.

**6.4.10.** Perform other liabilities, established by the Agreement.

### **7. Conclusion (acceptance) and duration of the Agreement**

**7.1.** Registration (opening) by the user of an Account in the System shall be deemed as Agreement Acceptance.

**7.2.** Acceptance of the agreement means full and unconditional acceptance of all the provisions thereof without any exclusions or limitation that is equal to concluded agreement in writing.

**7.3.** Terms for acceptance the agreement provisions are not limited.

**7.4.** Within the frameworks of the Agreement, all notifications are given in an electronic form via e-mail, the official website of the Issuer, a mobile application or short messages, which are deemed as a due notification.

**7.5.** The Agreement shall be concluded termless. The Agreement is concluded in Armenian language. For the User's convenience, the Agreement, as well as the applied tariffs and regulations may be translated and published also in other languages and in case of any discrepancy between such translations and the Armenian version, the text in Armenian shall prevail.

### **8. Procedure of complains handling**

**8.1.** In case of occurrence of disputable questions or discrepancies within the frames of the Agreement, the User may submit an application-complaint.

**8.2.** The application-complaints of the Users may be accepted:

- a) Personally (presented at the Service centers of the Issuer);
- b) Via mail (having sent to postal address of the Company);
- c) Electronically (via the Company's [info@telcell.am](mailto:info@telcell.am) e-mail address).

**8.3.** Examination of Users' application-complaints is performed in order stipulated by the RA legislation, other legal acts and the internal legal acts of the Issuer.

**8.4.** The procedure of submission and examination of the customers' application-complaints, approved by the Issuer shall be published in the section of "Customers' rights" section of the Issuers' official website.

## **9. Confidentiality**

**9.1.** The parties undertake not to disclose information, received within the frameworks of the Agreement that is considered as confidential for each party.

**9.2.** The Issuer undertakes to keep confidentiality of the User's identification and authorization data, balance available on the account, data on transactions, performed with the electronic funds, users' personal data. Such information may be published only in cases and procedure, established by legislation of the Republic of Armenia as well as in cases when it's necessary for rendering services or protection of violated rights of the Issuer. In all other cases such information may be disclosed only by consent or instruction of the User. The Issuer has the right to submit payer's personal data and details regarding the payment deal to the payment recipient, on the basis of a written request of the payment recipient and upon Payer's consent.

**9.3.** The user hereby gives the Issuer his consent to process any information and documents, including his identity document, with their further transfer to third parties establishing legal relations through the mobile application or providing for the establishment of legal relations with the user.

**9.4.** Within the frameworks of this Agreement, the information that the parties could legally obtain from other sources without violating the terms of confidentiality, is not considered as confidential.

**9.5.** The data on the transactions performed by the User shall be stored upon agreement termination within a period established by the RA Legislation.

## **10. Responsibility and impact of superior force**

**10.1.** The Parties shall bear responsibility for non-fulfillment or improper fulfillment of the obligations under the present Agreement as per the procedure stipulated by the RA legislation.

**10.2.** The Issuer shall not be responsible for failure to receive timely notification of the User for reasons beyond his control, due to the failure of postal, Internet and other communication services, as well as changes in the user's contact data.

**10.3.** The Issuer shall not be responsible for non-performance of his obligations under the Agreement due to communication, power supply and other technical failures.

**10.4.** The Issuer shall not be responsible for the disclosure of transactions made by third parties on the user's account, and (or) identification and (or) incoming data, if this occurred as a result of wiretapping of communication channels and (or) data theft when using the account.

**10.5.** The Issuer shall not bear any responsibility in case of provision by the User of the details of managing his account to third parties or in case of the loss thereof.

**10.6.** If there is any doubt that as a result of the loss or change of the account management details by the user, they may have become known to third parties, the User shall immediately notify the Issuer thereabout in accordance with the procedure established by the Issuer. Prior to blocking or changing the details, the User bears the risks of the consequences of their unauthorized use, including responsibility for the possible losses caused to the Issuer.

**10.7.** The parties shall be released from the responsibility for full or partial non-execution of their obligations, if it was a result of influence of irresistible power – fire, flood, earthquake, malfunction of means of communication (internet, electricity) and other situations out of parties' control as well as in cases of making a decision, resolution and other legal acts by state authorities of the Republic of Armenia, preventing execution of liabilities by the agreement. Moreover, situation out of the parties' control is possible interruption of Issuer's system as a result of malfunction on reasons, not depending on the Issuer.

## **11. Other Provisions**

**11.1.** The User guarantees that provisions of the agreement are clear to him, fully and unconditionally acceptable.

**11.2.** The User guarantees that he doesn't use his account for the purpose of performing illegal actions.

**11.3.** Regardless of the User's location, the present Agreement shall be regulated and interpreted in procedure, established by the provisions of the RA legislation.

**11.4.** By accepting the offer, the User gives his unconditional consent to the fact that TEL-SELL CJSC (address: 3rd floor, section 1, Headquarters, Hakob Hakobyan, c. Yerevan, RA) receives from third parties any personal data stored in databases belonging to local authorities and local self-government bodies local governments, with the right to process them to fulfill the transaction requested by the User. The User takes note that the processing of personal data is carried out during and after the provision of services, the 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 User may at any time request correction, destruction of the requested personal data, termination of data processing, unless otherwise provided by the legislation of the Republic of Armenia.

**11.5.** The user confirms that when performing operations with the mobile application or any other actions, the following shall be deemed to be the analog of his signature:

A. The user authorization data: All operations performed using the User's authorization data shall be deemed as performed by the User, all documents sent using the User's authorization data shall be considered as signed and sent by the User, all the documents confirmed using the User's authorization data shall be considered as signed by the User, including in cases where the document has been approved by clicking the "Approve" button.

B. The email address entered by the user in the mobile application: all emails sent from the specified email address shall be considered as signed and sent by the user.

## 12. Issuer's details

**Name:** "Tel-Cell" Closed Joint Stock Company  
**Address:** 3rd floor, section 1, Headquarters, Hakob Hakobyan, c. Yerevan, RA  
**Tax details:** TIN 02703102  
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