

**Terms and Conditions of the
System for Using Charging
Devices operated by <<TEL-CELL
SERVICE>> LLC
(Public Contract)**

TELCELL SERVICE

1. General provisions

- 1.1. This public Contract (hereinafter referred to as **Contract**) defines the conditions for using the rental service (hereinafter referred to as **Service**) of a person using device charging systems (hereinafter referred to as **System**) owned by **TEL-CELL SERVICE LLC** (hereinafter referred to as **Lessor**) or who (hereinafter referred to as **Lessee**) has expressed a desire to use them, that, in accordance with the current Civil Code of the Republic of Armenia, is an official written public offer (hereinafter referred to as the offer to use the Services and (or) the Offer) to use the Services announced by the Lessor, 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 any other manner specified by the Lessor.
- 1.3. By accepting the terms of the Offer, the Lessee confirms that he has fully read and unconditionally accepts the terms of the Contract, the rules for using the Services and the fee charged for the services, the current versions of which are posted on the Lessor's official website and/or through the Telcell Wallet mobile application maintained by **TEL-CELL CJSC** (hereinafter referred to as **Company**) (Lessor and Lessee, hereinafter referred to as the <<**Parties**>>).
- 1.4. The Lessor provides the Services, the Lessee uses the Services in accordance with the current legislation of the Republic of Armenia, the rules for using the Services and the terms of the Contract.
- 1.5. If the Lessee does not accept the rules for using the Services and the terms of the Contract, then the Lessee has no right to use the Services.
- 1.6. When renting a charger, the Lessee agrees to this Contract.
- 1.7. The Lessor provides the following types of services (hereinafter referred to as the Services):
 - a) Rent a charger every day 24/7,
 - b) Search for an available Charger.
- 1.8. Information about the types of services, methods of their provision, possible operations, terms and costs of services are determined by this Contract, and information about the latter is provided before each transaction.

- 1.9. Lessees are automatically serviced 24/7. Actions specified in the contract that are not performed automatically are performed by the Lessor on business days and hours determined by internal legal acts adopted by it.
- 1.10. Payments in the system are made in Armenian drams.

2. Basic concepts

Subject to this Contract.

- 2.1. **System:** System for using Stations and chargers owned by the Lessor.
- 2.2. **Station** – equipment through which the transfer/issuance/ and reception/return/ of chargers, their charging is ensured, and also identifies the completeness of the Lessee's charger.
- 2.3. **Charger:** portable battery /Power Bank/.
- 2.4. **Lessor:** owner of the Station and Charger, TEL-CELL SERVICE LLC.
- 2.5. **Lessee:** an individual, legal entity or individual entrepreneur, resident or non-resident, who, in accordance with the Contract concluded with the Lessor, has received the right to use the System and rent the Charger.
- 2.6. **Payment:** a function as a result of which the payment of the Rent is made with Electronic money, by reducing the Electronic money in the Lessee's account, correctly identified in the Telcell Wallet mobile application of the Company, by the amount to be paid, and adding the Lessor's Account, or by means of a bank card.
- 2.7. **Mobile application** is software for working on mobile devices of TEL-CELL Company CJSC (hereinafter referred to as **Company**), through which Account management, use of services, as well as the exchange of information (including electronic notifications) between the Lessor and the Lessee become available.
- 2.8. **Company:** Closed joint stock company <<TEL-CELL>>, which issues electronic money on the territory of the Republic of Armenia, in accordance with the legislation of the Republic of Armenia and other legal acts and in accordance with the contract concluded with the Lessor, agreed to accept payments in favor of the Lessor.

2.9. Rental Period: The rental period begins from the moment the Renter picks up the Charging Device from a station belonging to the Lessor. The rental is considered complete, and the calculation of the rental fee ceases at the moment the Renter properly returns the Charging Device to any active station belonging to the Lessor. The maximum rental period for the Charging Device is set at 6 (six) calendar days.

3. Rental conditions

- 3.1.** By downloading the Telcell Wallet mobile application owned by the Company from the AppStore and/or Google Play, the Lessee has the opportunity to confirm this Contract and make the payment specified in this Contract for the rental of the Charger.
- 3.2.** To rent a charger, you must submit an offer to use the Services in advance. By renting out a charger, the Lessee 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 Lessor and the Lessee.
- 3.3.** By accepting/signing this Contract, the Lessee represents, warrants and confirms that the latter:
- have read this Contract and have no objections to its contents; /without reading the terms of this Contract, the Lessee bears the risks associated with all negative consequences/,,
 - Undertakes to comply with the requirements set forth in this Contract,
 - Correctly identified and provided true and complete personal data in the Telcell Wallet mobile application,
 - Allows the Lessor to process his personal data,
 - The amount of damages incurred by the Lessor as a result of a violation of any of its warranties and obligations set forth in this Contract is determined solely by the Lessor and, in its sole discretion and unconditionally, agrees to compensate the Lessor for such losses,
 - He is familiar with the conditions (rules) of use (operation) and maintenance of the Charger and when renting the Charger, the Lessee undertakes to comply with the requirements of the current legislation of the Republic of Armenia, as well as the terms of this Contract, to use the Chargers with due care and conscientiousness.
- 3.4.** If this Contract is accepted by the Lessee, the Lessor undertakes to provide the Lessee with the Service specified in the terms of this Contract. In this case, the Lessee undertakes to use the Service and the Charger in accordance with the provisions of this Contract, making the payments provided for in this Contract on time and in full.
- 3.5.** By accepting the Offer, the Lessee also gives his unconditional consent to the changes and additions made to the Offer (Contract).

3.6. If the Lessee does not agree with any of the terms of this Offer (Contract), then the Lessee is obliged not to use the Services provided for by this Offer (Contract), and is obliged not to take the Charger or use it (operate it).

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Lessee has the right to:

4.1.1. Use the Rental Service, use the rented charger in accordance with this Contract, requiring the Lessor to fulfill its obligations.

4.2. The Lessee is obliged:

4.2.1. In accordance with this Contract, accept the Charger and use it carefully, strictly comply with the provisions of this Contract, instructions and recommendations of the Lessor, take all possible measures to prevent damage to the Charger.

4.2.2. Do not transfer the Charger to third parties and possess and use the Charger exclusively personally. In this case, the Lessee has no right to use the Charger (including, but not limited to, not transferring for use and/or possession to another person (sublease), not to pledge it, not to sell it.

4.2.3. Properly and timely, in accordance with the terms of this Contract, make all payments, ensure the balance of funds in the Telcell Wallet mobile application owned by the Company is sufficient to make all payments provided for in this Contract.

4.2.4. From the moment you stop using the charger, return it to the Lessor in proper technical condition in the manner prescribed by this Contract. When returning the Charging Device, it must be placed exclusively into one of the Stations belonging to the Lessor.

4.2.5. Use the Charger exclusively for personal, non-commercial purposes not related to the Lessee's business activities.

4.2.6. Do not make any improvements/deterioration of the Charger, do not change any technical or external characteristics, do not install (disassemble) any equipment, do not carry out repairs (regardless of the degree of complexity); or not organize its implementation by third parties, unless such actions are agreed in writing with the Lessor.

4.2.7. Immediately notify the Lessor of damage caused to the Charger and/or its loss and make compensation in the appropriate amount.

4.3. The lessor has the right:

4.3.1. Require the Lessee to fulfill its obligations under this Contract.

4.3.2. Instruct the Company to transfer or withdraw electronic money or funds from the Lessee's Telcell Wallet mobile application in exchange for the Lessee's monetary obligations to the Lessor in accordance with this Contract, without additional agreement with the Lessee, as a result of which the paid amounts will be transferred to the Lessor.

- 4.3.3.** Unilaterally change this Contract or unilaterally withdraw from this Contract at any time, notifying the Lessee at least 24 hours in advance through the Telcell Wallet mobile application.
- 4.3.4.** In case of suspicion of dishonesty (in particular: theft/attempted theft of the Charger, inability to credit/pay out funds for services provided or insufficient funds, etc.) of the Lessee, block the possibility of using the Service in whole or in part.
- 4.3.5.** The Lessee transfers its rights to collect debts arising under this Contract to any third parties in accordance with the current legislation of the Republic of Armenia, without additional consent of the Lessee.
- 4.4. The lessor is obliged:**
- 4.4.1.** Provide the Lessee with a Charger subject to the Lessee making payment as provided for in this Contract.

5. PAYMENT AMOUNT AND PAYMENT PROCEDURE

- 5.1.** The Lessee pays the Lessor a fee for the use of the services provided for in this Contract.
- 5.2.** For the charger rental period from 1 (one) second to 60 (sixty) minutes inclusive, the Lessee will be charged a fee of 125 (one hundred twenty-five) AMD.
- 5.3.** From the 60.1st minute of renting a charger to 24 hours (from the start of the rental), the rental cost for 1 day is charged, that is, a fee of 490 AMD, after this, a fee of 490 AMD is charged for each day (from 1 second to 24 hours after the first 24 hours).
- 5.4.** Payments under this Contract (including fines) are made by withdrawing/depositing electronic money/funds from the Lessee's Telcell Wallet mobile application. The lessor has the right to involve third parties in the process of accepting payments.
- 5.5.** Each time the Lessee uses the Services, as well as before each start of using the Service, the positive balance of the electronic money account can be checked. At the same time, it is possible to use the Service if there is electronic money in the electronic money account in the amount of at least 125 (one hundred twenty-five) Armenian drams.
- 5.6.** Under this Contract the Lessee, in case of zero or negative balance of his electronic money account, unconditionally authorizes/irrevocably instructs the Company to replenish the electronic money account from a bank card and/or bank account attached to his Telcell Wallet mobile application in the amount of the current financial obligation to the lessor.

- 5.7.** The Lessee hereby gives his unconditional consent and irrevocable instructions to the Company, in case of failure to fulfill the Lessee's obligation to the Lessor for any reason, to carry out an direct debiting from the electronic money account of the Telcell Wallet mobile application in order to pay off the debt to the Lessor.
- 5.8.** If there are insufficient funds in the Lessee's electronic money account and/or bank card and/or bank account, the Lessor informs the Lessee about this through the Company's Telcell Wallet mobile application. The Lessee undertakes to repay the debt within 24 hours from the date the Lessor sends the notice, ensuring a sufficient balance for withdrawal of funds on the electronic money account and/or bank card and/or bank account, and in this case, until the debt has been repaid, the Lessor has the right to assign the Lessee the status of a debtor and block his access to the Service in whole or in part (The Lessor informs the Lessee about this in any way convenient for the Lessor).
- 5.9.** If the Lessee fails to return the Charger provided for in this Contract for 6 (six) calendar days (starting from the 1st minute of the 7th day), the Lessee is obliged to pay/reimburse the Lessor for the cost of the charger, that is, 9,900 (nine thousand nine hundred) AMD. At the same time, payment of the cost of the Charger does not relieve the Lessee from fulfilling the financial obligation to the Lessor until this moment.

6. Identification of the Lessee

- 6.1.** In accordance with the relevant internal legal acts of the company, when identifying the Lessee in the Telcell Wallet mobile application, the Lessor accepts it as proper identification.

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

- 7.1.** Renting or leasing the Charger by the Lessee is considered acceptance of the contract (or use or receipt in any way).
- 7.2.** Acceptance of the Contract means full and unconditional acceptance of all the terms of the Contract without any exceptions or limitations and is equivalent to a written contract.
- 7.3.** There is no time limit for accepting the terms of the contract.
- 7.4.** All notices under the Contract will be given electronically via email, Telcell Wallet mobile application or short messages, which shall be deemed to be proper notice.

7.5. The contract is concluded for an indefinite period. The contract is signed in Armenian. For the convenience of the Lessee (User), the Contract, as well as tariffs and rules for the provision of services, can 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. If problems or inconsistencies arise within the framework of the contract, the Lessee may submit an application/complaint to the Lessor.

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

- a) by mail (to the postal address of the Lessor),
- b) electronically (via the Lessor's email address 100by@telcell.am).

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

9. Confidentiality/Privacy

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 Lessee hereby gives his consent to the Lessor to process any information and documents available to him regarding the Lessee, including an identity document.

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

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

10. Responsibility and force majeure

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

- 10.2.** The Lessor is not responsible for failures in the operation of postal, Internet and other communication services for reasons beyond its control, as well as for failure to receive timely notice to the Lessee in connection with changes in the Lessee's contact information.
- 10.3.** The Lessor 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 Lessor bears no responsibility for instances where the Charging Device has been placed by the Renter into a station belonging to another company.
- 10.5.** The Renter shall be liable for placing the Charging Device into a station belonging to another company, in accordance with clause 5.9.
- 10.6.** The Lessee acknowledges that the Charger is provided <<AS IS>>, with all associated risks and consequences, and the Lessor is not responsible for losses (including due to health) incurred by the Lessee and/or other persons as a result of the use (operation) of the Charger, including lost profits. The lessor is not responsible if the appearance of the charger, charge volume, technical condition or other parameters do not meet the expectations and expectations of the lessee. The Lessee hereby agrees that, notwithstanding anything, the maximum amount of the Lessor's total liability under this Contract will not exceed AMD 9,900 (nine thousand and nine hundred).
- 10.7.** The Lessor and/or the Company are not responsible if the Lessee provides valid terms and conditions for managing their Telcell Wallet mobile application to third parties and makes transactions through the latter.
- 10.8.** In case of any change (damage) to the appearance/design of the charger, including the affixing of any markings, the Lessee is obliged to pay the Lessor a fine in the amount of 9900 (nine thousand and nine hundred) AMD for each case.
- 10.9.** When using the Charger for entrepreneurial, commercial purposes, in order to obtain benefits not provided for (or prohibited) by this Contract, the Lessee shall pay the Lessor a fine in the amount of 9,900 (nine thousand and nine hundred) Armenian drams for each case.
- 10.10.** Payment of all fines and any other commissions provided for in this Contract is made without acceptance (without obtaining the additional consent of the Lessee) by withdrawing the appropriate funds from the Lessee's Telcell Wallet mobile application.

11. Other provisions

- 11.1.** The Lessee warrants that the terms of the Contract are understandable and fully and unconditionally acceptable.
- 11.2.** The Contract is governed by and construed in accordance with the laws of the Republic of Armenia.
- 11.3.** The Lessee confirms that when renting a Charger with the Telcell Wallet mobile application, the following are considered analogues of his signature:
- a) Telcell Wallet mobile application input data: all actions performed using the input data are considered performed personally, all documents sent using the input data are considered personally signed and sent, all documents approved using input data are considered personally signed, including in cases where the document was approved by clicking the <<Approve>> button,
 - b) Email address entered into the Telcell Wallet mobile application: all emails sent from the specified email address are considered personally signed and sent.

12. Requisites of the Lessor

Name - <<TEL-CELL SERVICE>> LLC

Address - RA, Yerevan city, street Hakob Hakobyan 3, Main sub-building, 1-st section, 1-st floor

Tax accounting - TIN 00096209

Email - 100by@telcell.am