

## USER AGREEMENT

Latest update: 17.06.22

### 1. General provisions

You intend to use the Financial Services available in "KABİNETİM" mobile application (hereinafter referred to as the "**Application**") provided by Azercell Telecom LLC (hereinafter referred to as the "**Company**", "we", "us" and "our"). In this User Agreement (hereinafter referred to as the "**Agreement**"), "you" and "yours" means any physical entity who is a citizen of the Republic of Azerbaijan who logs in or uses this Application.

Please read the Agreement carefully before using the Financial Services.

By using the Financial Services, you express that you have read and understood this Agreement carefully and agree to be bound by it. If you do not wish to assume the obligations set forth in the present Agreement, please leave the current page and refrain from any further use of the Application or from accessing the Application. By using the Application or accessing the Application, you agree to be bound by the present Agreement and to comply with the terms of the Agreement and any other additional rules, instructions, and conditions of Third Parties regarding the use of the Application. This Agreement is concluded between you and the Company without the participation of any third party.

For the purposes of this Agreement, Financial Services include Card and Credit Services.

### 2. Modification of the Application

When a device or smartphone (hereinafter - "**Device**") you own or control is connected to the server, the Company may periodically change or update the terms of this Agreement by informing you about the change in advance. Your access to or use of the Application following the amendments to this Agreement shall mean that you agree to such changes and undertake to comply with them.

The version of the application can be updated periodically to add support for new features and services. When a new version of the Application is released, you will be notified of this and requested to update the version of the Application. If you do not accept the updated version of the Application, you are requested to discontinue using the Application and Financial Services, following the relevant instructions. If you use the Application after the Application has been modified, you shall be deemed to have given your consent to use the updated version of the Application and to accept and undertake to comply with such changes.

We reserve the right, at any time or periodically, temporarily or permanently, in whole or in part, to modify, suspend or cancel the Application, or service, content, product or function, or Application fee (payment) that is part of the Application; to change and/or cancel any fees and charges related to the Application; and/or to offer additional features to some or all of the Application's users (subject to non-discrimination). You hereby agree that neither we nor any of our affiliated persons, subsidiaries, officers, directors, founders, employees, agents, licensors, or representatives in any form to us shall be liable to you or any third party for any partial or total modification, suspension or cancellation of the Application or any service, component, product or function offered through the Application.

### **3. Authority**

The Company authorizes you to personally use Financial Services that you will use for a personal, non-commercial purpose (hereinafter - "Purpose") subject to compliance with the terms of this Agreement.

The Application is not sold to you, you are allowed to use Financial Services through the Application. You can only use the Application in accordance with the present Agreement and by following the instructions in the Application.

The validity period of the permit specified in this Agreement shall begin on the date on which you agree to the terms of the Agreement and shall terminate on the date of the first occurrence of any of the following:

- Termination of the Agreement by the Company (this may happen without disclosing the reason to you);
- By the decision of the Bank issuing the Card, the competent state authority or the court;
- When it is established that the submitted information was not entered by the real owner, or it was falsified;
- Your non-acceptance of additions and changes to the Agreement or modification of the Application;
- When it is determined that the Card is used for purposes other than the Purpose, as well as in connection with activities not permitted by law;
- Termination of the Agreement by you; or
- Failure of you to fulfill the terms of the Agreement.

### **4. Limitations**

Except as expressly permitted by the applicable law, you undertake not to: (1) modify, adapt, improve, modify, translate, or create a derivative product based on the Application; (2) use or combine the Application or any of its components or elements with other Applications or software, databases or services not covered by the Application; (3) submit, distribute, sell or otherwise transfer your information to any third party using your name; (4) use the Application as a service office or use or lease the Application to any third party; (5) reveal the technology of the Application, attempt to analyze the source code, analyze it, or otherwise attempt to obtain the source code or structure of the Application, or to decrypt the Application; (6) interfere in the Application in any way; (7) circumvent or attempt to circumvent any electronic protection measures in the section governing or controlling access to the Application; (8) use any robot, spider, site search/detection application, or other mechanical and other means to detect, index, search, and collect information for the Application, or to investigate it in any way, or recreate or bypass the Application's navigation structure or presentation, (9) or use automatic devices without our prior written consent; (10) use the Application for any commercial purposes; or (11) violate all applicable laws, regulations, and guidelines regarding access to or use of the Application and allow third parties to violate the terms and conditions set forth herein.

You agree that you will not develop, distribute or sell any software or other functionalities that may launch the Application, launched by the Application, or otherwise integrated with the Application. You have no right to delete, modify or hide any notice of copyright or other intellectual property rights that you encounter in the Application or connected to the Application.

## **5. Confidentiality**

This Application may contain links to other websites that set different rules from our Data Protection and Privacy practices. The Company shall not be liable for the content and Privacy Policy of such websites, as these sites are not operated by us. For this reason, we recommend that you review the Privacy Policy of these websites.

The Company may collect, process, use, or transfer personal, confidential information about you to third parties in accordance with the Law of the Republic of Azerbaijan "On Personal Data" No. 998-IIIQ dated May 11, 2011, and other relevant legislative acts.

The Company may also collect, process, use, or transmit to third parties statistical information (which is not considered personal data) on the use of the Application to facilitate, improve, or further improve the quality of the User's use of the Application.

## **6. Property rights**

Whether the Company is registered or not, it reserves the property rights over all interests, intellectual property, ownership rights, and names protected by applicable law and owned by or licensed by us, as well as all copies of the Application, including, but not limited to, computer code, documents and documentation, copyrights, patents, trademarks, commercial secrets, trade names, other names, characters, signs, expressions, concepts, the nature of the invention, character, dialogue, settings, plot line, themes, animation, audiovisual effects, sound effects, music and work methods and other intellectual property (hereinafter - "**Marks**"). The Application is protected by the legislation of the Republic of Azerbaijan on copyright, international treaties, conventions, and other laws applicable worldwide.

You are not permitted to use any Mark in advertising or any commercial broadcast without our express written consent (we reserve the right to refuse to grant such consent for any reason).

## **7. The Agreement validity**

The Agreement comes into force from the date of its acceptance by the User and is considered to be formalized by electronic document exchange. Thus, the User uses the electronic validation and/or authentication tools provided through the Application in order to sign this Agreement and clearly determine that the request has come by him/her personally. The acceptance of all additions and changes to the Agreement and Financial Services through the Application will then be deemed to have been signed by the User, equating to the User's signature.

## **8. Termination of the Agreement**

In the event of termination referred to in Clause 3 of the Agreement, the Company may, at its sole discretion, suspend or terminate this Agreement at any time, for any reason or without cause, by prior notice or without notice.

If you fail to comply with any of the provisions of the present Agreement, which is considered a material breach of the Agreement with your consent and approval, the Agreement will be terminated immediately without prior notice by the Company. Deleting the Application software from your Device is not a basis for termination of the present Agreement.

Upon termination of this Agreement, you must terminate your use of the Application in any way and remove all copies of the Application from your Device, together with accompanying documentation (and any copies thereof) that you have received or otherwise obtained.

## **9. Third Party (External) Application Software**

If this Application includes application software provided by a third party (hereinafter - "**Third Party Application Software**"), you will not be granted or transferred any license, rights, property rights, or other interests under the Agreement. In order for you to use the Application software, a third party may require you to use the Application warranty by entering into an agreement between you and a third party. It is up to you to agree or disagree with the terms of the Third-Party Application Software Agreement. The Company makes no statements or warranties regarding the Third-Party Application Software. You hereby agree and accept that the Company is not responsible for any direct or indirect complaints, loss, or damage related to the Third-Party Application Software.

## **10. Card terms**

By accepting the terms of the present Agreement, you confirm that you have ordered a downloadable prepaid card (hereinafter - "Card") issued by PASHA Bank OJSC. The volume of withdrawal transactions carried out on this Card within one calendar year may not exceed the amount stipulated by the legislation on this Card (currently this amount is 15,000 (fifteen thousand) Manats, which may increase and decrease in accordance with the legislation) or its equivalent in foreign currency.

Cards are functional and can be issued in physical or digital form, depending on your choice. The card issued in physical form will be provided to you within the period specified in the Card settings section. The card issued in digital form is immediately reflected in the Application.

The Card may not be used for business purposes and/or contradicting the requirements of the legislation of the Republic of Azerbaijan on non-cash settlements.

If there is a technical overdraft on the Card, i.e. the account is transferred to a negative balance due to exchange rate differences or other reasons, penalty interest may be applied to the Card. Penalty interest rates and application procedures are listed in the Card Product Information section of the Company's website.

If any amount on the Card is incorrectly transferred to the user's account, he/she should immediately inform the Company about it and not use the funds.

Information on terms of use of the Card, and tariffs are specified on the Company's website in the Card Product Information section, and when ordering the Card, the User shall get acquainted with these terms and accept them.

The User shall obtain all terms and conditions on Financial Services on the Company's website in the Card Product Information section. The User shall receive information about the terms and fees in force when using the Card services from the mentioned webpage.

The User, without signing a separate agreement on each available Financial Service, shall use the terms of each of them in the relevant section of the Application by obtaining, accepting, and agreeing.

## **11. Loan terms**

The Company may offer a loan service to the User. The terms of the loan product will be attached to this Agreement when the service is provided to the User.

## **12. The User confirmation**

You acknowledge and agree that you are responsible for the purchase and maintenance of all telecommunications

equipment, broadband access and computer equipment, equipment and services for access to and use of the Application, as well as for all related payments.

You acknowledge and confirm that the services you request after identification on the basis of the Application will only be deemed to have been ordered by you.

You acknowledge and confirm that the rates of services offered on the Card can be changed unilaterally with a 1 (one) day notice.

You acknowledge and confirm that based on the nature of the services provided to you through this Application, the Bank will provide us with card information about you, as well as information about card transactions. You acknowledge and confirm that you have read and accepted the terms and conditions of use of Financial Services in the Application and/or on the Company's website.

You acknowledge and confirm that in no event will you give the User password to access the Application to others, nor will you allow them to obtain the password or access it in any other way.

You accept and acknowledge that you agree to the collection, storage, processing, transmission, and cross-border transfer of your personal information from various databases (e-Government Portal, SIMA, etc.) and other sources when you start using the Application.

You acknowledge and confirm that each time you apply for the opening of an electronic wallet (Card) and/or use of other Financial Services using the Application, you agree to the following access by the Company:

- Request, collect, process and, if necessary, transfer ID card and workplace information from the SIMA Portal to the Card issuing bank;

You accept and acknowledge that when you apply for a loan using the Application, you agree that the Company and/or the Bank will obtain the following each time:

- Receiving information about your loan history from Azerbaijan Credit Bureau LLC (hereinafter - "Credit Bureau");
- Submission of information collected about you to the Credit Bureau;
- Transboundary transfer of your relevant information by the Credit Bureau;
- Transfer of information to another credit bureau in cases provided for in Article 11.3 of the Law of the Republic of Azerbaijan "On Credit Bureaus";
- Archiving the information by the Credit Bureau after the expiration of the storage period or after the death of the subject of the loan history;
- Evaluation by the Credit Bureau of your Insolvency and debt performance discipline and issuance of personal credit scores.

You acknowledge and confirm that when you apply for a service through the Application, the service fee determined by the Company and/or the Bank performing the service will be deducted from the bank account you specified. The fees for the services provided are not refundable under any circumstances. If there are not enough funds in the relevant account, the service will be refused.

You acknowledge and confirm that when you apply for a loan through the Application, you will familiarize yourself with its terms as required and accept the terms, otherwise your application will be cancelled.

You acknowledge and confirm that you consent to the delivery of agreements, applications, cards, and other hard data carriers or instruments to you by mail and/or courier.

You acknowledge and confirm that you may take full advantage of the functionality and capabilities of this Application, provided that the Company does not impose any restrictions.

When you choose to access the Application, you do so at your own initiative and at your own risk, and you must comply with all applicable laws, regulations, and instructions.

### **13. Amendments to the Agreement**

The Company may, at its sole discretion, amend or renew this Agreement at any time.

### **14. Independence of Contractual Provisions**

If any provision of the present Agreement is deemed unenforceable or invalid, this provision shall be replaced and interpreted in accordance with the provisions of the amended provision as closely as possible to the purpose of the provision, and the other provisions of this Agreement shall remain in full force and effect.

### **15. Non-waiver of Rights**

Failure of the Company to exercise or protect any of the rights set forth in the Agreement does not mean that the Company waives that right.

### **16. Entirety of Agreement**

The Agreement constitutes the entire agreement between you and the Company on the subject matter of the Agreement and replaces any and all agreements, notices, statements, and obligations previously expressed, both in writing and orally.

### **17. No Agency Relationship**

No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship between you, the Company, or any Third Party Application Software Provider shall be permitted or established using the Application.

### **18. Transfer of Rights**

The Company may transfer its rights to any third party at any time without prior notice. However, you do not have the right to transfer the present Agreement or any of your rights and obligations under this Agreement without our prior written consent, and any attempt to transfer in violation of the provisions of this Agreement is void and unenforceable.

### **19. Governing Law and Jurisdiction**

The present Agreement shall be governed exclusively by the applicable laws of the Republic of Azerbaijan, except for the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the principles relating to collision norms. Thus, you are subject to the non-exclusive jurisdiction of the courts of the Republic of Azerbaijan. In the event that any provision of the present Agreement is deemed to be invalid, unlawful, or otherwise invalidated

in any way, the provision in question shall not affect the validity and enforceability of all remaining provisions arising out of this Agreement.

We manage and control this Application in the Republic of Azerbaijan and have no intention of subjecting the Company to the laws or jurisdiction of any state, country, or territory other than the Republic of Azerbaijan. The Company makes no statements or guarantees that the use of the Application will be appropriate or accessible in any country other than the Republic of Azerbaijan.

**20. Contact details**

If you have any questions, comments, or complaints about the Application or this Agreement, feel free to contact us at [fintech@azercell.com](mailto:fintech@azercell.com) and/or \*3443.