

NO.

Date _____

SUBSCRIBER CONTRACT

On the one hand, “Bakcell” Limited Liability Company (hereinafter - “Bakcell”) which provides telecommunication services in accordance with the legislation of the Republic of Azerbaijan, and on the other hand, _____ (hereinafter - “Subscriber”) concluded the present Subscriber Contract (hereinafter - “Contract”) under the following conditions according to the legislation of the Republic of Azerbaijan.

1. GENERAL PROVISIONS

1.1. This Contract regulates the relevant relations between Subscriber and “Bakcell” related to the provision of telecommunications services on the “Bakcell” network through the following terms and concepts:

1.1.1. Subscriber – any natural person (citizen of the Republic of Azerbaijan, foreign citizen, stateless person) who concludes this Contract;

1.1.2. Tariffs (Tariff) – price lists (rates) that can be solely changed by “Bakcell” and are considered an integral part of this Contract, the service fee for the Telecommunication services provided to the Subscriber by “Bakcell”, the period of use and other conditions for the provision of services, posted on the official website of “Bakcell” at www.bakcell.com, (separately for each tariff package offered by “Bakcell”), according to the Article 3.9 of the Contract;

1.1.3. Invoice – relevant financial document reflecting the service, conversations and subscription fees calculated according to the relevant Tariff on the mobile number used by the Subscriber;

1.1.4. Telecommunication services – telecommunications services provided by “Bakcell” by moving the Subscriber's terminal equipment freely within all endpoints of the “Bakcell” telecommunications network, saving the mobile station's identification code, and applying radio technologies;

1.1.5. SIM-card – Subscriber identification module, which is installed on the communication device used by the Subscriber for operation in the telecommunications network of “Bakcell”, carrying information about that Subscriber, communication device security information, and personal phone book information, and also providing communication between that communication device and other components of the telecommunication network of “Bakcell”;

1.1.6. “Digital SIM card (e-SIM)” – a digital SIM card that allows you to activate and use Bakcell’s mobile communication services without using a physical SIM card;

1.1.7. Mobile Number - is the identification mobile number provided by "Bakcell" to use telecommunications services. The Mobile Number assigned to the Subscriber can only be used by that Subscriber. The Mobile Number belongs to “Bakcell” and is provided to the Subscriber only for temporary use, that is, as a means of connecting to Telecommunications services of “Bakcell” in accordance with the terms of this Contract;

1.1.8. Telecommunications network - Total communication systems, receivers and transmitters, frequencies and other means used by “Bakcell” to provide telecommunications services;

1.1.9. Use Policy – Rules applicable to the Subscriber which determined solely by “Bakcell” and may be changed from time to time, related to the operation of devices and the telecommunications network, also include a specific service or a set of several services;

1.1.10. Number portability – removal of the mobile number used by the Subscriber within the public telecommunications network (with the condition of keeping the number) from the telecommunications network of the mobile operator providing telecommunications service to that Subscriber, and transfer (transfer) to the telecommunications network of another mobile operator in accordance with the Rules determined by the Ministry of Digital Development and Transport of the Republic of Azerbaijan.

2. SUBJECT OF THE CONTRACT

2.1. Under this Contract, by providing the Subscriber with a Mobile Number, “Bakcell” provides the Subscriber with stable, high quality, relevant Telecommunications services based on new technologies, except for the time required for carrying out necessary maintenance and preventive works and the Subscriber makes the appropriate payments for the services rendered in accordance with this Contract and Tariffs.

2.2. The terms of this Contract are applied to the characteristics of both invoiced (Telecommunications services for which the cost must be paid later) and non-invoiced (Telecommunications services for which the cost must be paid in advance) tariff packages.

PAYMENT TERMS

3.1. All settlements (payments) between “Bakcell” and the Subscriber are carried out in the national currency of the Republic of Azerbaijan - Azerbaijani manat.

3.2. In order to use the SIM-card/e-SIM-card provided to the Subscriber, the “Subscriber” must select the appropriate Tariff provided by “Bakcell”.

3.3. Subscriber can pay the price of telecommunications services and the subscription fee in advance or later according to the terms of the selected Tariff.

3.4. Subscriber can use the Tariff by loading the price of Telecommunications services and the subscription fee to the balance of the Mobile Number according to the Tariff to be paid in advance.

3.5. Invoice payments:

3.5.1. Subscriber must pay for the telecommunications services provided by “Bakcell” based on the invoice prepared by “Bakcell” according to the Tariff to be paid later. Failure to pay the amount specified in the invoice shall be considered a violation of the provisions of this Contract.

3.5.2. The invoice shall be drawn up in the form determined by Bakcell and the services rendered during the relevant billing period but not included in the invoice shall be reflected in the invoice submitted for the next billing period.

3.5.3. The invoice for the specified telecommunications services is always sent to the Subscriber via SMS and, at the request of the Subscriber and the Subscriber’s authorized representative, to their address or e-mail address. All invoices sent to the Subscriber's address are considered to be submitted personally to the Subscriber. For reasons beyond “Bakcell's” control, delivery of the invoice to the Subscriber shall not cause the Subscriber to fail to pay the invoice and Bakcell shall not be responsible for such delivery.

3.6. Payments are made at the appropriate payment points of “Bakcell” and with means of payment (including bank, post office, ATM bank machines, payment cards, electronic payment terminals, etc.). Payment is deemed to be made when cash is transferred or money enters a Bakcell account through a bank transfer. “Bakcell” is not responsible for the delay of payment information for any reasons through third parties accepting the payment.

3.7. The payment card's validity period is renewed with each recharge, and the new amount is added to the balance. The terms of this clause do not apply to Postpaid Packages and Tariff Packages referred to as “Travel Sim”.

3.8. When the Subscriber switches from one Tariff to another Tariff, the terms of the previous Tariff apply to the relations between the Subscriber and “Bakcell”.

3.9. The parties have agreed that the prices of “Bakcell” telecommunications services will be determined by the Tariffs. Tariffs and (or) terms can be changed solely by “Bakcell” by notifying the Subscriber at least 10 (ten) calendar days in advance via mass media (MM), “Bakcell's” official website (www.bakcell.com), and (or) SMS notification in accordance with current legislation.

3.10. The cost of telecommunications services includes value added tax (VAT) according to the relevant legislation of the Republic of Azerbaijan.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. “Bakcell”:

4.1.1. provides the Subscriber with a Mobile Number and connects the Subscriber to the “Bakcell” telecommunications network, in accordance with Article 2.1 of this Contract.

4.1.2. provides relevant information about the telecommunications services provided to it, the terms and tariffs of the telecommunications services, and the rules for their use based on the subscriber's request.

4.1.3. informs the Subscriber in advance about the changes in this Contract and related telecommunications services terms and Tariffs in the manner specified in this Contract.

4.1.4. has the right to solely terminate the Contract by disconnecting the Subscriber from the telecommunications network of “Bakcell” in the cases stipulated in the Contract.

4.1.5. terminates the Subscriber's using of the “Bakcell” telecommunications network based on the Subscriber's written request.

4.1.6. has the right to take back the Mobile Number from the Subscriber and transfer it to another person by terminating this Contract in the circumstances of the event provided for in Article 7.6.4 of the Contract. In this case, “Bakcell” does not have to send a corresponding notification to the Subscriber. “Bakcell” and the Subscriber agree that the term specified in Article 7.6.4 can be solely changed by “Bakcell” in accordance with the manner provided for in this Contract. The terms of this Article do not apply to the “Travel Sim” Tariff.

4.1.7. has the right to increase or decrease the credit limit of the Subscriber at its discretion at any time.

4.1.8. has the right to solely terminate the Contract in cases determined by this Contract or by legislation.

4.1.9. enters the relevant information about the Subscriber in the unified database in electronic form online and only then ensures the activation of the Mobile Number provided to the Subscriber in its telecommunications network.

4.1.10. ensures that all the registered data of the foreigner and (or) stateless Subscriber using the roaming service of telecommunications network of “Bakcell” is stored for at least 1 (one) year.

4.1.11. has the right to take back the Mobile Number from the Subscriber by terminating the Contract in case of incomplete and untimely fulfillment by the Subscriber of obligations stipulated in Article 4.2.1 of the Contract.

4.1.12. has the right to refuse registration of the Mobile Number (or Mobile Numbers) in the name of any third party based on the Subscriber’s request and to make it available to such a third party at its sole discretion, including, but not limited to, if there are reasonable suspicions of the Subscriber’s violation of the obligations provided for in Articles 4.2.8, 4.2.9, 4.2.10, and 4.2.11 of this Contract.

4.1.13. has the right to ensure payment of the Subscriber’s debts to “Bakcell” by deducting/deleting the corresponding amounts from the balance accounts of Mobile Numbers under other subscriber contracts concluded with the Subscriber or one subscriber contract if the Subscriber has several subscriber contracts with “Bakcell” or several Mobile Numbers in use under one subscriber contract and in case of debt to “Bakcell” under any or several of those contracts or Mobile Numbers.

4.1.14. has the right to limit the number of contracts or numbers that can be used by the same Subscriber with “Bakcell”.

4.1.15. immediately suspends fulfilling its obligations regarding the number transferred to another operator’s network in the case of number porting from the “Bakcell” network, carried out in accordance with Article 1.1.9 of this Contract.

4.1.16. suspends the implementation of its obligations for such a number according to the relevant rules established by the Ministry of Digital Development and Transport of the Republic of Azerbaijan in the case of porting a number to the network of “Bakcell” carried out in accordance with Article 1.1.9 of this Contract, if the obligations to the previous telecommunications operator for such number are not fully fulfilled.

4.1.17. provides safe use of Internet information resources to protect children from harmful information, taking into account the requirements of the Law of the Republic of Azerbaijan “On the protection of children from harmful information” in the event of a Subscriber’s request.

4.1.18. Offers technical support to the Subscriber taking into account the requirements of the legislation, as well as in accordance with the rules established by “Bakcell”.

4.1.19. performs other rights and duties stipulated by the current legislation.

4.2. Subscriber:

4.2.1. Should accept the Mobile Number, activate the Mobile Number entered electronically in the unified database of the Ministry of Digital Development and Transport of the Republic of Azerbaijan within 24 hours by paying the balance of the Mobile Number according to the Article 2.1 of this Contract and using it in accordance with the terms of this Contract.

4.2.2. Can choose the applicable tariff plan based on the selected Tariff and replace it with another one according to the terms and conditions determined by “Bakcell”. The provisions of Article 4.2.2 of this Contract do not apply to the Tariff package called “Travel Sim” in the part about replacing the selected tariff package with another one.

4.2.3. may refuse or change any Telecommunications service or Tariff provided by “Bakcell” in accordance with the terms and conditions determined by “Bakcell”.

4.2.4. is responsible for the use of the provided Mobile Number by third parties.

4.2.5. shall make timely payments for Telecommunication services in accordance with the terms of this Contract.

4.2.6. should immediately (in any case no later than 6 (six) hours) notify the local agency of the Ministry of Internal Affairs of the Republic of Azerbaijan and “Bakcell” of the loss or stole of his/her identification module (SIM card/e-SIM card etc.) and communication device through a written notification. In any event, Subscriber shall be liable for the debts incurred on Telecommunications services until such notice is submitted to Bakcell. “Bakcell” issues a duplicate of a lost or stolen SIM-card/e-SIM-card, and the service fee for issuing that duplicate is paid by the Subscriber.

4.2.7. subscriber shall be responsible for the accuracy of the information related to the Subscriber reflected in this Contract and provided by the Subscriber to Bakcell and shall immediately notify Bakcell in writing (in any case not later than 2 (two) calendar days) of changes in the registration address, personal data, contact number and other data related to this Contract. Subscriber does not object to specifying this information in the data sources.

4.2.8. by concluding the Contract, the Subscriber unconditionally accepts all provisions of this Contract. Subscriber should comply with the provisions of the legislation and this Contract and the Use Policy when using Telecommunication services, Mobile Number and Subscriber shall not use Bakcell’s telecommunication network, Telecommunication services, SIM card(s)/e-SIM card(s) or payment cards for any illegal or unethical purposes, criminal purposes or administrative errors.

4.2.9. as the sole user of the Mobile Number(s) and SIM card(s) / e-SIM card(s), shall not allow their regularly or permanently used by third parties, as well as to be rented out for the purpose of obtaining regular income (profit) and shall be fully responsible for any use by third parties.

4.2.10. should ensure that the SIM card / e-SIM card or any information on the SIM card / e-SIM card is not copied or used for illegal commercial purposes.

4.2.11. should not second-hand (re)sell Telecommunications service, SIM card(s)/e-SIM card(s), payment cards or Mobile Number(s) to third parties, and shall not advertise for any purpose including, but not limited to, sale, use, rent or lease; and shall be fully responsible for any events that occurred over SIM card(s)/e-SIM card(s) and/or Mobile Number(s), for all damage and loss caused to “Bakcell” and third parties in case of violation of such restrictions in accordance with the law.

4.2.12. shall not provide call center (telephone information center) services to third parties from the Mobile Number(s) and shall not send bulk SMS (message) to third parties for commercial or other purposes from the SMS service provided on the Mobile Number(s) according to the Tariff selected by the Subscriber without the written consent of “Bakcell”.

4.2.13. should check its balance regularly and ensure it is positive.

4.2.14. should not use devices that interfere with or have a negative impact on Bakcell’s Telecommunication network.

4.2.15. based on the official application submitted to “Bakcell”, Subscriber can obtain the invoice with the appropriate amount charged according to the Tariff used and the disclosure (list and consumption) of outgoing calls and the disclosure (list and consumption) of incoming calls (SMS, DATA) during international roaming.

4.2.16. has other rights and duties stipulated by the current legislation.

4.3. based on this Contract, the Subscriber agrees to automatic sending of informational, entertainment and advertising SMS to his/her number and in the case of the Subscriber refusing to receive any type of SMS, the sending of those types of SMS to the relevant number is stopped.

5. RESPONSIBILITIES OF THE PARTY

5.1. According to the legislation of the Republic of Azerbaijan, the Parties are responsible for the complete or partial non-fulfillment of the terms of this Contract. If the Subscriber delays the payment specified in this Contract, “Bakcell” may impose a fine on the Subscriber in the amount of 0.1% (zero point one) of the total amount, but not more than 30% (thirty percent) of the total debt amount to be paid by the Subscriber for each calendar day of delay. Fines applied to the Subscriber can be solely charged by “Bakcell” from the account (balance) of the Mobile Number/Mobile Numbers used by him/her.

5.2. “Bakcell” has the right to stop providing Telecommunication services if the Subscriber does not pay the incurred debt. Termination of the relevant services does not relieve the Subscriber from the obligation to pay the incurred debt.

5.3. A delay of 60 (sixty) calendar days is possible in the settlement of the Subscriber's use of roaming and other Telecommunication services. Subscriber is responsible for making payments for those services in each case.

5.4. "Bakcell" is not responsible for any consequences arising from the Subscriber's use of "Bakcell" telecommunication network and (or) telecommunications equipment.

5.5. Subscriber is fully responsible for the consequences arising from the use of the Subscriber's identification module (SIM card/e-SIM card, etc.) by third parties.

5.6. The responsibility of "Bakcell" is limited only to the cost of those Telecommunication services provided by the Tariff package due to direct or indirect financial and other damage caused to the Subscriber as a result of "Bakcell" not fully or partially fulfilling the obligations under this Contract, including defective Telecommunication services. Subscriber agrees that the Subscriber shall not have any claim against Bakcell other than the liability provided for in this article for any damage caused to the Subscriber as a result of the non-fulfillment or defective fulfillment of the obligations stipulated by "Bakcell" in this Contract.

6. FORCE MAJEURE

6.1. If the parties fail to fulfill their obligations under this Contract due to acts of force majeure, competent authorities and officials, as well as court decisions, war, blockade, strike, public unrest and other military acts, fire, flood, earthquake and other natural disasters, or the use of any communications network exceeds its technical capabilities or other circumstances beyond the control of the Parties that cannot reasonably be foreseen and/or are beyond the control of the Parties (including but not limited to technical reasons), or any reason arising out of any circumstance (force majeure) which cannot be eliminated by ordinary care and under ordinary circumstances, they (or one of the Parties) shall be released from the performance of obligations during the duration of the force majeure. Any Party aware of a Force Majeure shall inform the other Party as soon as possible and shall take appropriate measures to eliminate such circumstances.

7. MISCELLANEOUS

7.1. This Contract enters into force from the date of its signing (in case of number porting carried out in accordance with Article 1.1.9, from the date of successful porting) and is concluded for an indefinite period, excluding fixed-term Telecommunication services provided within the Tariff Package called "Travel Sim". The validity period of the Tariff Package called "Travel Sim" is 30 (thirty) calendar days.

7.2. Within the amount in the Subscriber's account, outgoing and incoming traffic services are provided during the validity period calculated from the moment the money is loaded into the "Bakcell" system of the payment cards.

7.3. The period of use of Telecommunications services referred to in Article 7.6.4 of this Contract is calculated from the moment when money is loaded into the relevant system of Bakcell.

7.4. In order to make any changes to this Contract (including changes to the Tariffs), "Bakcell" should publish the information reflecting those changes through the mass media available in the territory of the Republic of Azerbaijan and/or post it on the official website at www.bakcell.com. If the Subscriber does not receive an official notification regarding the termination of the Contract to "Bakcell" within 10 (ten) calendar days from the date of publication of information about changes to the contract through mass media or posting on the website www.bakcell.com, changes published or posted on the website www.bakcell.com are deemed to be accepted by the Subscriber and are implemented by "Bakcell".

7.5. Disputes arising from this Contract shall be settled in the courts of the Republic of Azerbaijan in accordance with the legislation of the Republic of Azerbaijan. "Bakcell" is not obliged to give written or verbal notification, submit information or make a request to the Subscriber before applying to the court.

7.6. "Bakcell" may solely suspend or terminate the services provided under this Contract in the following cases:

7.6.1. In the event that "Bakcell" technological equipment is damaged in connection with technical maintenance and preventive works, or if a network changes or repair is required for technical reasons;

7.6.2. In case the Subscriber does not fulfill its payment obligations regarding Telecommunications services in accordance with the provisions of this Contract;

7.6.3. If the Subscriber uses the telecommunications services for commercial, fraudulent or other purposes, contrary to the provisions of this Contract or the law, or when there is reason(s) to believe that such acts will be committed;

7.6.4. Unless he/she uses the Telecommunication services specified in this Contract in accordance with the

terms of the Tariff chosen by the Subscriber, within 6 (six) consecutive months after the expiration of the period (Depending on the Tariff used in the Mobile Number, a different period may be determined on the official website of “Bakcell”, and in this case, the same period applies) of use of the Telecommunication services posted on the official website of “Bakcell” at www.bakcell.com excluding the Telecommunications services provided within the scope of the Tariff Package called “Travel Sim”;

7.6.5. In the event that the Subscriber dies (deceases) or is declared dead by the court or is deemed missing by the court or deemed incapable by the court;

7.6.6. The provision of communication services in the field of special operations against religious extremism may be temporarily suspended at the instruction of the authority conducting this operation;

7.6.7. Force majeure and other cases stipulated by law;

7.7. Except for the Telecommunications services in the Tariffs for foreigners temporarily residing in the Republic of Azerbaijan, the Subscriber may apply in writing to the points determined by “Bakcell” to have their Mobile Number closed bilaterally, not exceeding 90 (ninety) calendar days. The Subscriber may also terminate the Contract by applying in writing in this way. Termination of the number (temporary suspension of service provision isn’t exceeding the period specified in this article.) or termination of the Contract upon the Subscriber’s written request does not exempt the Subscriber from paying the debt incurred up to that point. In case the Subscriber does not activate the number at the end of 90 (ninety) calendar days, “Bakcell” has the right to terminate this Contract solely.

7.8. By signing this Contract, the Subscriber accepts that the “My Bakcell” mobile application terms of use are an integral part of this Contract. If the Subscriber does not use the “My Bakcell” mobile application at the time of conclusion of this Contract, this Article 7.8 enters into force as soon as the terms of use of the mobile application are approved by the Subscriber through the mobile application.

7.9. Transactions made by the Subscriber through the “My Bakcell” mobile application and/or the official sales and service points of “Bakcell” or the dealer (distributor) network of “Bakcell” or any other official online sales channel (platform) name (including but not limited to number registration) can be signed by “Bakcell” by validating the one-time password (OTP) sent to the Subscriber’s active number registered in Bakcell’s telecommunications network before this Contract. In this case, the one-time password (OTP) approval is considered similar to the Subscriber’s personal signature. And the time code (OTP) sent to the active mobile phone number used from “Bakcell’s” telecommunications services (including but not limited to registration of a new Number on behalf of the Subscriber) can be used. A copy of the Subscriber’s personal signature has the same legal force as the Subscriber’s personal signature. If the Subscriber has an active number registered in his name in the “Bakcell” telecommunications network, he can use the services of “Bakcell” through the analogue of his personal signature, including the possibility of registering a new number in his name, or if he passes the face image identification. In this way, when purchasing a new Number, the Subscriber has been provided with the technical opportunity to obtain a written Subscriber Contract, and the Subscriber has accepted the terms and conditions of the Subscriber Contract published on the “Bakcell” official website www.bakcell.com and the then-current and Subscriber accept the signature in this format. In this case, a copy of the Subscriber Contract is obtained by accessing the relevant web link sent to the Number and email address entered by the Member. The Subscriber is fully responsible for the legal consequences of the use of the said copy of the Subscriber’s personal signature by third parties. The subscriber guarantees the accuracy of the data entered on the “Bakcell” online sales platform for the purpose of facial image detection and that this data belongs to him and is fully responsible for the consequences in case of violation of this obligation. The Subscriber agrees that the photograph and/or video taken by the camera of the equipment used to access the platform for facial image recognition purposes may be transferred to the relevant biometric information system for verification purposes and may be collected and processed accordingly.

7.10. This Contract is concluded in Azerbaijani language and the Parties agree on all provisions of the Contract.

“Bakcell” LLC:

“Subscriber”:

(signature and seal)

(signature)