

SAFE MOBILE SERVICE AGREEMENT

1. Terms

1.1 **Subscriber** – an individual using the services of the Operator under a service agreement.

1.2. **User's Questionnaire** - an electronic form containing the Service User's data provided by the User in the User's Personal account at www.my.safemobile.activ.kz

1.3. **User's Personal Account** - User's account containing the User's Questionnaire, information about the User's connected devices and their management settings, available at www.safemobile.activ.kz

1.4. **Operator, Kcell** - Kcell JSC located at the address: 51, Alimzhanov street, Almaty, Republic of Kazakhstan.

1.5. **User** - a Subscriber who has subscribed to the Service.

1.6 **Provider** - RADARMI LLP, address: 117/86 Kazybek bi str., office 305, Almaty, Kazakhstan, Operator's partner, owner of copyright and related rights to intellectual property objects contained in the Safe Mobile service.

1.7 **Agreement** means this Safe Mobile service agreement. This Agreement is a public agreement and covers the provision of the Service. The Agreement is available for reading at www.safemobile.activ.kz

1.8. **Territory of the Service** - the whole world.

1.9. **Safe Mobile service** (the Service) - a service provided by the Operator to the Subscriber on a paid basis in accordance with the tariffs approved for the Subscribers. Service gives users the ability to remotely lock the Device, track its location, capture photos using the Device, as well as stipulates the Provider responsibility to return the User's Device lost in the Territory and found by a third party in the 24/7/365 format, provided that such third party reported a found phone.

1.10. **Device** - a mobile device (phone/smartphone/tablet) of the User.

2. Signing the Agreement and validity period

2.1 The Agreement shall be deemed signed if the Subscriber (1) has sent an SMS or USSD-request, pressed the corresponding button or tapped the "Activate" link on the website www.safemobile.activ.kz, in the Safe Mobile application (Mobile application).

2.2 This Agreement enters into force from the commencement of the Service until the moment the User stops using the Service. Any payments made by the User prior to the disconnection from the Service (except as expressly permitted by this Agreement), including any advance payments for the period during which the User terminates the Service, are not refundable.

3. Service activation/deactivation

3.1. Service is activated by the Subscriber by choosing any of the below options by sending a non-chargeable USSD-request:

- *6911*1*1# for Day package,
- *6911*1*2# for Week package,
- *6911*1*3# for Month package,
- *6911*1*4# for Year package.

- by pressing Activate in the Mobile application or on the www.safemobile.activ.kz website.

The selected Service is connected for one day with daily automatic renewal.

3.2 The Subscriber's performance of the actions specified in clause 3.1 of this Agreement means his/her consent to activation of the Service in accordance with this Agreement, to transfer data identifying the Subscriber (in particular, the Subscriber's cell phone number) to third parties engaged by the Operator to provide the services, as well as to receive technological non-chargeable text messages informing the Subscriber about the content and cost of the Service as well as procedure for opting out of the Service.

3.3 To deactivate the Service, the User shall send a non-chargeable technological USSD-request to *6911*0#, which indicates his/her refusal to use the Service.

3.4 The Service is deactivated within 20 minutes after the User sends the corresponding request.

3.5 Once the Service is deactivated, the unused paid period is reset.

4. Terms of service

4.1. As part of the Service, the User is provided with:

- a special Mobile application for the Device running on the Android operating system, which the User shall download via the link provided in the SMS message received when activating the Service or directly from Google Play service.
- Personal account, which is created automatically after the Service is activated.

4.2. If the User loses the Device, he/she must immediately notify the Provider by calling the Support Service at 8 800 070 90 89 (the service is available to the User 24 hours a day on weekdays and weekends, calls on the Operator's network are free of charge).

4.3. In case the Device running on the Android operating system on which a special Mobile application was installed is lost, the User may send a request to lock the lost Device from the User's Personal Account or lock the Device by calling the 24/7 Support Service at 8 800 0709089. The Device will be locked using the Internet channel (provided that the Device is connected to the mobile Internet or Wi-Fi network). In his/her Personal account the User can view the location of the Device (if access to geodata is enabled) and perform camera capture from the Device. A request to locate the Device and capture photos from the Device may also be sent by the Provider's Support Service after the User answers the control question (the control question is set by the User when first logging into the Personal account). The device location is requested using the Internet channel (provided the device is connected to the mobile Internet or Wi-Fi network). The geolocation technology allows the User to locate the phone anywhere in the world to within the accuracy of several meters based on GPS coordinates using satellites, cell towers, and WI-FI points. GPS coordinates on the map will be approximate without location detection and Internet access enabled on the mobile device. It is possible to capture photos from the front and/or main camera of the device by sending a corresponding command from the User's Personal account. In this case, the photos will be saved only in the Personal account of the User, regardless of the methods chosen to send a camera capture request. Camera capture will be performed within a few minutes after sending a request (provided only the device is connected to the Internet).

4.4. If the Device, on which the special Mobile application was installed, was found and handed over to the Provider by the finder, the Provider shall notify the User and hand over the found Device to the User within 7 (seven) days after it was returned by the finder, by sending it via courier service to the address indicated by the User when talking to the support service operator. To return the Device to the User, the User is obliged to:

- in the User Questionnaire provide true and complete information about the Device, as well as provide correct and accurate personal information (including address and cell phone number of the User);

- in case of changes in the data provided in the User's Questionnaire, inform the Provider accordingly in due time by making appropriate changes in the User's Personal Area.

4.5. If the User fails to provide information about the Device and/or contact data (full address, contact and additional phone number, e-mail address) in the User's Questionnaire, or provided incorrect data, or the User did not inform about the changes in these data, or did not install a special Mobile application on the Device, the Provider and the Operator are not responsible for non-fulfillment or improper fulfillment of the terms of the Agreement.

4.6 In the case specified in clause 4.4 of this Agreement, the Provider shall pay remuneration to the person who found and returned the User's Device.

4.7. The number of returns of the Device to the User may not exceed 2 (two) times within 1 (one) year of the Service use, with 1 (one) case of returning the Device to the User allowed within 6 (six) months, provided that the User has not paid for the service for no more than 10 (ten) calendar days during the 6 (six) months.

4.8. 4.8 If the Provider is informed by the finder that the latter has found the User's Device after the second return (or in case of the second return within six months of using the Service), the Provider shall exchange contact details between the User and the finder with the User's consent. In this case the Provider shall not pay remuneration to the finder and the cost of courier/postal delivery of the Device.

4.9. RADARMI shall pay remuneration for the return of the mobile device to its finder in the amount of 5 000 tg.

4.10. Regardless of the type of service package, the User may receive monetary compensation in the amount of 150 000 tenge in case the cell phone was not found within 14 days and provided that the Content service was installed on the phone and connected to the Service, and that the service fee was successfully charged 30 or more times after the expiration of the free trial period and there are documents of title to the mobile device (photo of the box/scan copies of the warranty card or receipt). If these conditions are not met, RADARMI reserves the right to refuse to pay monetary compensation. No compensation is provided for the free period of using the Content service.

4.11. If the Device was lost during the free trial period, the Return of lost device service will be provided if the lost Device has been reported and its founder reports a found phone. During the free trial period, the finder of the lost Device shall be paid remuneration.

5. Protection of personal data

5.1. The User's personal data will be used by the Provider and the Operator only for the purposes of fulfillment of this Agreement. The data shall be transferred by the User voluntarily in order to enable the fulfillment of obligations under this Agreement.

5.2. The User gives their consent for the Provider/Operator to process his/her personal data, received from the User and/or third parties, in the manner and on the terms defined by the Law of the Republic of Kazakhstan dated May 21, 2013 №94-V "On personal data and protection thereof" (the Law). The User grants the Provider/Operator the right to process his/her personal data in any manner provided for by the Law and/or as the Provider/Operator may deem appropriate.

5.3. The User consents to the transfer of his/her personal data to third parties (including via courier/postal delivery service), whose participation is necessary to assist in the return of the lost Device. The User's personal data will be transferred by the Provider/Operator to third parties to the extent necessary solely to fulfill the obligations under this Agreement.

5.4. The Operator and the Provider do not have access to the files on the User's Device, as well as access

- lock the lost User's Device in order to prevent unauthorized persons from using the Device;
- send a request to determine the location of the lost User's Device;
- send a request to capture photos from the main and/or front camera of the lost User's Device.

5.5. The User consents to the recording of his/her telephone conversations with the Provider when contacting the Support Service on 8 800 0709089.

6. License terms for the use of the Mobile application

6.1 Downloading the Mobile application and installing it on the Device is a confirmation of full and unconditional agreement with all the terms and conditions of the Agreement.

6.2 The Mobile application is intended for independent installation on the Device by the User. Under this Agreement:

- Each registered sample of the Mobile application is intended for one registered Device.
- The User may not install the Mobile application on multiple Devices, he/she must download another sample for another Device.
- Upon activation of the Mobile application, the User is granted a non-exclusive and non-transferable license to install and use one (1) copy of the specified version of the Mobile application on one phone. The license is valid only for one Device on which the Mobile application is installed and registered.
- To use the Mobile Application on another Device, it is necessary to uninstall the Mobile application from the Device where it was previously installed, as well as delete information about this Device in the User's Personal account at www.my.safemobile.activ.kz

6.3 The Mobile application will continuously send location data to the Provider's server if Internet connection and the location function are active on the Device.

6.4 The Provider grants the User the exclusive right (simple license) to use the Mobile Application in the following ways:

- reproduction of the Mobile application, i.e. its recording into the Device memory for further use exclusively within the framework of this Agreement;
- use of the Mobile application on the User's Device, as well as within the User's hardware and software complex, installation on the User's Device.

6.5 The Mobile application shall be used under the name "Safe Mobile". The User has no right to change the name of the Mobile Application, change and/or remove the copyright protection mark or other information indicating the Right Holder of the Provider).

6.6 After pressing the "Activate" button in the Mobile application, a free SMS message will be automatically sent from the User's cell phone number to 6911, which will be a confirmation of the Service activation and will serve as a basis for charging the Service fee.

6.7 By accepting the terms and conditions of this Agreement and completing the procedure of Service activation in the Mobile application, the User becomes the owner of the User's Personal account. When logging in to his/her Personal account for the first time with the User's cell phone number, the User must change the password which was previously sent to the User via SMS. The User is responsible for maintaining confidentiality of the password and all stored, transmitted and received information, for all actions performed under the User's account. As long as the Provider does not receive an email about the security breach, the User will be responsible for any unauthorized use.

6.8. The trademarks, service marks, images and logos used in conjunction with the Mobile Application are registered trademarks. The User does not obtain any rights or licenses to any of the aforementioned trademarks and undertakes not to remove, obscure or alter any proprietary marks (including trademark and copyright notices) that may be added to or contained in the Mobile application.

7. Payment

7.1 The cost of the Service shall be determined based on the current Price List for communication services provided by Kcell, the Regulations on the Service discount system and will be available on the Kcell website.

7.2 The Subscriber shall pay the cost of the Content Service by one-time payment during the billing period determined by the type of service package. Payment will be deducted from the Subscriber's mobile account. The cost of the service package "Day" is 60 tenge/day. The cost of the service package "Week" is 420 tenge/week. The cost of the service package "Month" is 1 800 tenge/month. The cost of the "Year" service package is 12,000 tenge/year.

7.3 When activating the Content Service with a free trial period of 7 days, the cost of the Content Service will be charged starting from the 8th day from activation.

7.4 If the Subscriber's mobile account balance is insufficient to pay the cost of the Content Service for two calendar days, the Subscriber will be automatically downgraded to the next lower cost tariff.

7.5 If the funds on the Subscriber's mobile account are insufficient to pay the cost of the Content Service, the Content Service shall be provided on a condition that within 15 calendar days the account is replenished and the cost of the Content Service is debited from the Subscriber's mobile account. If the Subscriber fails to pay the cost of the Content Service within 15 to 45 calendar days after depletion of funds on his/her mobile account, and in this case the Subscriber's device is lost, found and handed over to the Provider, the Subscriber is offered to pay the cost of courier delivery of the device.

7.6 Payment for the Service shall be deducted from the Subscriber's personal account daily in equal installments during one month from the moment of provision of the Service in commercial mode (from the moment of billing commencement). The validity of the Service is automatically prolonged for each subsequent month if the Subscriber has not disconnected the Service. If the Subscriber is blocked (partial, forced, voluntary, 'SIM Loss' blocking), the Service shall be provided and charged as follows:

7.7. The Subscriber agrees that upon expiration of the period for which the Service is activated, if there are sufficient funds on the Subscriber's personal account to pay for its extension, the Service shall be automatically extended with the Service fee charged and deducted in accordance with the procedure stipulated in clause 7.2 of this Agreement.

7.8 If the User fails to pay the cost of the activated Service, the Provider shall not be obliged to provide the services under this Agreement.

8. Responsibilities of Parties

8.1. In case of using the Service, the User undertakes to immediately notify the Provider about the lost Device by calling the toll-free round-the-clock Support Service 8 800 070 9089.

8.2 The User's notification about a lost Device shall be the basis for the Provider to take actions specified in clause 4 of this Agreement.

8.3. For non-fulfillment or improper fulfillment of the terms of this Agreement, the Parties shall be liable in accordance with applicable law.

8.4 The Parties shall be released from liability for partial or full non-fulfillment of obligations under this Agreement, if such non-fulfillment is caused by force majeure circumstances, i. e. circumstances that

occurred against the will of the Parties and could not be prevented by timely taken reasonable measures. The force majeure circumstances include war, hostilities, natural disasters, explosions, strikes, enactments of authorities affecting the fulfillment of obligations, as well as other events and circumstances that will be recognized as force majeure circumstances during court proceedings. The document confirming the occurrence of such circumstances shall be a document that will be considered proper evidence of force majeure in accordance with the requirements of the current legislation.

8.5 Neither the Provider nor the Operator shall be liable for installation by the User of the Mobile Application on a Device running an operating system for which this Mobile Application is not designed.

9. Dispute resolution

9.1 The Parties agree that all disputes arising in the course of performance of this Agreement shall be resolved through negotiations between the Parties in good faith and mutual understanding.

9.2 Should the User have claims against the Operator or Provider, the User shall submit an application explaining the claim to the Operator. The Operator or Provider shall provide a response to the User's application within 30 (thirty) calendar days from the date of receipt of the User's application.

9.3 IF the Parties fail to resolve the dispute by negotiations, such dispute between the Parties shall be referred to court and considered in accordance with the current legislation.