

TERMS AND CONDITIONS OF «TRUSTED PAYMENT» AND «HAFTRANG»

CJSC «Babilon-Mobile», further referred to as the «Mobile Operator», offers, to persons entering a communication services agreement (further referred to as Agreement) with the Operator, further named «Subscribers», to use the services «Trusted payment» and «Haftrang» on the following conditions.

The terms of rendering the services «Trusted payment» and «Haftrang» (further – Terms), describe an offer addressed to Babilon-Mobile subscribers (further - Offer).

Terms and Definitions

For the purpose of Terms herein the following terms and definitions apply:

Mobile operator (Operator) – CJSC «Babilon-Mobile»,.

Interface – Operator's facilities, used by the Subscriber to connect, manage and disconnect the Services «Trusted payment» and «Haftrang».

«Babilon-Mobile» Subscriber, (Subscriber) – physical / legal entity, entering an agreement with the Operator on using communication services, by being issued with a subscriber number.

Subscriber's device – mobile equipment legally owned by the Subscriber, providing the Subscriber with access to the Operator's services, by connecting the device to the Operator's communication network.

The service «Trusted Payment», further referred to as «Trusted Payment» – service, which allows the subscriber to use Operator's communication services with postponed payment. The Subscriber is in right to use the communication services in the volume, equivalent with the amount of the virtual «Trusted Payment» provided by the Operator. The «Trusted Payment» service is provided along with the «Haftrang» service.

The amount of virtual «Trusted Payment» – the virtual amount of airtime, which is temporary displayed on the subscriber's balance without any real payment, which can be spent on the Operator's communication services only.

The service «Haftrang» - is an entertaining content service, that provides the subscriber with the possibility to receive SMS content on various subjects an unlimited number of times during the service validity period. The "Haftrang" is provided along with the "Trust payment" service..

Validity period of «Haftrang» Service — is the time period during which the Subscriber can use the «Haftrang» service, receive content on various subjects provided. The validity period of the "Haftrang" service is established by the Operator and is determined individually for each Subscriber, in accordance with the criteria met by subscriber for the provision of the service. The validity period of the "Haftrang" is calculated in calendar days from the moment of activation of the Service.

Request of «Trusted payment» and «Haftrang»– Subscriber's actions described in Section 1 of the Terms, made in order to obtain the possibility to use the «Trusted Payment» and «Haftrang» Services.

Term of payment for the «Trusted payment» and «Haftrang» services - time period, during which the Subscriber must pay for the provided services «Trust Payment» and «Haftrang». The term of payment for the «Trusted payment» and «Haftrang» services is 85 calendar days from the moment of activation.

1. Activating the Services

1.1. Activating the Service «Haftrang»

- 1.1.1. To activate the «Haftrang» service, the Subscriber has to perform a request through the Interfaces determined by the Operator.
- 1.1.2. Activation of «Haftrang» service by the subscriber is possible only under condition of compliance with the terms of use.
- 1.1.3. The «Haftrang» service can not be activated by the Subscriber, if the provision of communication services to the Subscriber is suspended in accordance with current legislation and / or the agreement for provision of communication services.
- 1.1.4. Upon activation by Subscriber of the «Haftrang» service, takes place an automatic activation of the service «Trusted Payment», which is provided along with the service «Haftrang».
- 1.1.5. In response to the request for activation of the service, the Subscriber receives an SMS message, which indicates the information about successful activation of the Service, the cost, period of validity, as well as an SMS message indicating the successful activation of the «Trusted Payment» service and the amount of the virtual «Trusted Payment» offered.

1.2. Activating the Service «Trusted Payment»

- 1.2.1. Activation of the «Trusted Payment» service is done automatically upon successful activation of the «Haftrang» service by the Subscriber.

2. The conditions of providing the services «Trusted payment» and «Haftrang»

- 2.1. The «Trusted payment» and «Haftrang» services are available to the Subscribers of commercial prepaid tariff plans, active within the CJSC «Babilon-Mobile» network no less than the time period established by the Operator or corresponding to other Operator's established criteria.
- 2.2. Activation of the services «Trusted payment» and «Haftrang» is possible with the Subscriber's balance not exceeding the minimum established amount.
- 2.3. The «Haftrang» service is provided to the Subscriber along with «Trusted Payment» service. Upon activation by Subscriber of the «Haftrang» service, takes place an automatic activation of the service «Trusted Payment».
- 2.4. The amount of the virtual «Trusted Payment» provided to the Subscriber within the «Trusted Payment» service as a result of activation of the «Haftrang» service is established by the Operator, depending on the Subscriber's active period within the network and the top up amount for the period.
- 2.5. The Subscriber is able to use the amount of the virtual «Trusted Payment» only for the payment of communication services provided by the Operator.

3. The cost and payment conditions of services «Trusted payment» and «Haftrang»

- 3.1. There is no subscription fee for the use of the «Trusted Payment» service.
- 3.2. The cost of the «Haftrang» depends on the service validity period, which was granted upon activation.

- 3.3 The cost of «Haftrang» service and the amount of the virtual «Trusted Payment» within the «Trusted Payment» service is paid by the Subscriber, by refill of the account within the term of payment for the Services. If the amount of money on the Subscriber's account after refill is not sufficient to pay for the both services, first of all, the deduction will be made for the repayment of the amount of the virtual «Trusted Payment».
- 3.4 The amount of virtual «Trusted Payment» can be paid in full or partially by the Subscriber, depending on the amount of money available on the account after refill. If the balance of the Subscriber's account after the refill is higher than the amount of the virtual «Trusted Payment», then the amount of the virtual «Trust Payment» is completely repaid, and the remaining part of the funds is added to the Subscriber's account. If the balance of the Subscriber's account after the refill is less than the amount of the virtual "Trusted Payment", then the amount of the virtual «Trusted Payment» is paid off partially .
- 3.5 The cost of the «Haftrang» service is deducted from the Subscriber's account only in full and only after the Subscriber has fully repaid the amount of the virtual «Trusted Payment» within the «Trusted Payment» Service.
- 3.6 The term of payment for the «Haftrang» and «Trusted Payment» services for the Subscriber is 85 calendar days from the moment of activation.
- 3.7 If upon expiration of the term of payment, the Subscriber has not paid in full the «Haftrang» and «Trusted Payment» services, the Operator checks the balance of the Subscriber's account and automatically charges the available funds to pay off at least partially the amount of the virtual «Trusted Payment» and / or cost of the «Haftrang» Service.
- 3.8 The Operator has the right to change the cost of rendering the «Haftrang» and «Trusted Payment» services, notifying the Subscriber as specified in clause 5.3 of the Terms.

4. Deactivation of the services «Trusted payment» and «Haftrang»

- 4.1. The «Haftrang» is deactivated automatically upon expiration of the service validity period.
- 4.2. Deactivation of the «Trusted Payment» service is done automatically upon Subscriber's full repayment of the amount of the virtual «Trusted Payment».

5. The validity of «Trusted payment» and «Haftrang» services

- 5.1. By performing the actions needed to activate the «Trusted Payment» and «Haftrang» services, described in Section 1, the Subscriber is giving full and unconditional consent with the Terms herein (acceptance of the Offer) and involves the possibility of modification the agreement made by the Operator with the Subscriber.
- 5.2. The effect of «Trusted Payment» and «Haftrang» services is terminated upon the expiration of the established validity period of the service or from the moment of termination by the Operator following the clause 5.3. of Terms and Conditions.
- 5.3. The Terms come into effect from the moment of publication on the Operator's website www.babilon-m.tj. Subscribers are notified of the changes or termination of these Terms by posting on the Operator's website www.babilon-m.tj not less than 10 (ten) calendar days before such changes come into force. The Terms and Conditions are considered changed or canceled from the moment indicated in the notification. If after

the entry into force of the changes, the Subscriber has not sent to the Operator within 10 (ten) calendar days from the date of publication of the changes to the Terms, the refusal to accept the changed Terms, and also continued to use and / or pay for the «Haftrang» and «Trusted Payment» services provided under the new conditions, such changes are considered accepted by the Subscriber.