

## Terms of Autopayment Service

These terms for the provision of the Autopayment Service (hereinafter referred to as the Offer) are a public offer addressed to Humans LLC, address: Republic of Uzbekistan, 100047, Tashkent, Yashnabad district, st. Makhtumkuli, 2 b, state registration number 749733, TIN 306 624 856, telephone 1234 (hereinafter referred to as Humans), to an indefinite persons and become an additional agreement to the contract concluded between the Client and Humans for the provision of communication services from the moment the Client agrees with them in in the order outlined below.

### 1. Terms

**Autopayment** is a service provided by Humans to the Client within the framework of the Offer, aimed at providing the Client with the opportunity to replenish the balance of funds on his Personal Account, used as an advance payment (advance) for the Services provided by Humans. Replenishment is made by transferring funds from the Client's Bank Card by the appropriate bank on the basis of an agreement between the bank and the Client by using the corresponding Client's Bank Card.

**Bank card** - a plastic or virtual bank card of the UZCARD or HUMO payment systems, the issuer of which is a bank, which is a non-cash settlement instrument, intended for the Client to perform transactions with funds in the Client's bank accounts with the bank, or with funds provided by the bank in credit to the Client in accordance with the bank account agreement, or within the established limit in accordance with the terms of the agreement between the bank and the Client, provided that such a card can be used to pay for Humans Services under the Agreement.

**Agreement** - Agreement on the provision of communication services between the Client and Humans.

**Client** is a person who has entered into a Communication Services Agreement with Humans.

**Application** - software, which is a Humans application for mobile operating systems, installed on the user's device (smartphone, tablet) of the Client.

**Service provider** is a partner of Humans, who, on the basis of an agreement with him and in accordance with the norms of the legislation of the Republic of Uzbekistan, transactions for payment using a Bank card.

**PAN** - 16-digit Bank Card number.

**Expiry date** - expiry date of the Bank card.

The rest of the terms have the meanings specified in the Agreement.

### 2. Description of Autopayment Service

2.1. Autopayment allows the Client to automatically replenish his / her Personal Account using a Bank Card, information about which the Client provides to Humans when linking a Bank Card in the Application

2.2. Any individual using the Services provided by Humans can accept the terms of this Offer only for personal, household purposes, without the intention to use the Services for commercial activities and profit.

2.3. All settlements on the Bank Card provided for by the Offer are made in the national currency of the Republic of Uzbekistan.

2.4. Autopayment is provided by the Client at no additional charge.

### 3. Activation of Autopayment

3.1. To activate Autopayment, the Client must perform a combination of the following actions in the Application:

- in the Application, select the action "Binding a Bank Card";
- enter the data indicated on the Bank Card: PAN, expiry date and the phone number with the country code to which the Bank Card is linked;
- following the instructions of the Application interface, pass authentication using a special password or other authentication methods established by the payment system or the issuing bank of the Bank Card. After successful verification of the Bank Card data authenticity, the Bank Card binding is considered completed and the Autopayment service is activated.

For Clients who have performed the actions indicated above before 2021.02.24, the Autopayment service is activated on the Bank Card chosen by the Client as the main one from 2021.02.24.

3.2. Autopayment can be activated by the Client in the Application only in relation to one Bank card. When linking a new Bank card, the Client independently connects the Autopayment service on a new Bank card, following the instructions of the Application Interface. When the service is activated on a new Bank card, Autopayment on the previous Bank card is automatically disabled.

3.3. The client can independently at any time in the "Communication" section of the Application enable Autopayment for any linked Bank card by switching the switch to the off position in the Autopayment settings.

When you switch Autopayment from one Bank Card to another, the information processing is carried out by Humans within 24 hours.

3.4. By performing the actions specified in clause 3.1. or 3.3., the Client connects the Autopayment service and confirms that he is familiar with and agrees with this Offer.

#### **4. Autopayment's conditions**

4.1. When using Autopayment, the following restrictions are set:

4.1.1. Limit of the amount of one-time payment - no limit;

4.1.2. Limit of the amount of payments per month – no limit;

4.1.3. The number of payments from one Bank card per month - no limit;

4.1.4. The number of attempts to replenish a subscriber number (including successful ones) per day - 3 attempts;

4.2. When Autopayment is enabled, the Client can automatically replenish the Personal Account according to the following rules:

4.2.1. Automatic payment (direct debiting from a Bank card) for making a periodic payment for the "Provision of a special number" service in an amount equal to the difference in funds between the amount payable for the corresponding period under the terms of provision of the "Provision of a special number" service and the amount of funds for Client's personal account. If there is a debt on the Client's Personal Account at the time of the payment, such debt is also included in the Autopayment amount.

4.2.2. Automatic payment (direct debiting from the Bank Card) for auto-prolongation of the current Tariff in the amount equal to the difference between the amount required to continue providing the current Tariff for the next billing period and the amount of funds on the Client's Personal Account. If there is a debt on the Client's Personal Account at the time of the payment, such debt is also included in the Autopayment amount. In relation to some Tariffs and services, it may be directly stipulated that it is not possible to make Autopayment. In this case, in order to replenish the account, the Client needs to replenish the balance of the Personal account using the "Replenish account" section.

The inclusion of all the possibilities provided for in this clause is made at the time of activation of Autopayment, as defined in section 3 of the Offer.

4.3. Autopayment may be unavailable when restrictions are set by the issuing bank of the Bank card, Service provider or payment system, for example, with the mandatory requirement to enter a one-time password for each payment). Such cases are technological features of the Autopayment service functioning and are not considered as improper provision of it.

4.4. Disabling Autopayment can be done in the following ways:

- The client independently in the Application in the "Communication" section by switching the switch to the off position in the Autopayment settings. The client can deactivate the service at any time;
- by contacting the CC in case of loss of the Bank card. In this case, upon the Customer's request, the Bank Card is unlinked, the Autopayment service is disabled for the corresponding Bank Card;
- in case of termination of the Autopayment service in the manner prescribed by the terms of the Offer;
- in case of termination of the Agreement.

## **5. Rights and obligations**

5.1. The client undertakes:

5.1.1. Closely read the terms of the Offer and comply with them

5.1.2. Protect subscriber device, SIM card and Application from access to them by third persons. In any case, the Client is responsible for all actions performed using his SIM card and the Application, as for his own.

5.1.3. Use only his own Bank Card, of which he is the owner and in relation to which a corresponding agreement has been concluded between the Bank and the Client. If the Client uses a Bank Card, of which he is not the owner, then he is solely responsible for the damage that was / may be caused to the owner of the specified card due to the actions of the Client.

5.1.4. In case of loss of the Bank Card by the Client, immediately inform the CC about it.

5.1.5. When using Autopayment, do not transfer the Identifiers to any third persons. All risks associated with the possible deliberate use of the Identifiers by third persons and the use of Auto Payment in the event of their improper storage by the Client, the Client bears independently.

5.2. The client gives his consent:

5.2.1. To send Humans an order to the Service Provider to write off funds from his Bank card to pay for Humans Services and undertakes to acknowledge his actions in using the Application.

5.2.2. To check the information contained on the Bank Card, store it and use it for the provision of the Autopayment service, as well as for the provision of other services or the provision of Services ordered by the Client.

5.3. Humans is committed to:

5.3.1. Provide the Client with the opportunity to use Autopayment and manage the service through the Application.

5.3.2. Consider requests and claims of the Client within the time period established by law.

5.3.3. Take the required security measures when interacting with the Service Provider and transferring data about the Bank Card and payments (debits).

5.4. Humans is entitled to:

5.4.1. Refuse the Client to provide the Autopayment service (or, at the option of Humans, temporarily suspend operations on the corresponding Bank Card) in the following cases:

- if the Client does not follow the Autopayment activation procedure;
- in case of non-acceptance by the Client of the Offer or the subsequent refusal of the Client from the Offer;

- if Humans does not receive information from the issuer of the Bank Card about the successful verification of the Bank Card data in accordance with the terms of the Offer;
- in case of a refusal to carry out operations with this card from the Service Provider and / or the issuer of the Bank Card;
- if the Client indicates incorrect (unreliable) data;
- if there is a written request from the owner of the Bank Card about the fact of unlawful use of the Bank Card.

5.4.3. Unilaterally change the restrictions specified in clause 4.1. of the Offer, notifying the Client about it by posting information on the Site.

## **6. Responsibility**

6.1. Humans' liability to the Client under the terms of the Offer is limited to the amount of funds credited using the Autopayment service to the Client's Personal Account to pay for Humans Services.

6.2. Humans is not responsible for the temporary inoperability of Autopayment in the event of an accident or temporary inoperability of the equipment or software used to provide the service, in case of technical problems on the side of the Service Provider or the Bank that issued the Bank Card. In this case, the Client uses other methods of depositing funds to pay for the Humans Services.

6.3. When uninstalling the Application, terminating the Agreement, renewing the Agreement and transferring the SIM card to another person, the Client is advised to disable Auto Payment and remove the previously linked Bank Cards. If the specified action is not performed, the Client himself bears responsibility for possible negative consequences and damage.

## **7. Action of the Autopayment service**

7.1. These Rules start of use from the moment they are published on the Site.

7.2. Autopayment for the Client is terminated from the moment the service is terminated, in accordance with clause 4.3. Offer or from the moment of termination of the Humans of the service. Humans notifies about the termination of the provision of the service on the Website. The Autopayment service ceases to be provided from the date specified in the corresponding notification on the Site.

7.3. Humans is entitled to unilaterally change this Offer. The offer is considered amended from the moment indicated in the corresponding Humans notice on the Site. If, after the changes come into force, the Client continues to use Autopayment and does not disable it, such changes are considered accepted by the Client.

7.4. Certain conditions of the Tariffs, options, promotions, special offers connected by the Client may affect the conditions of the Offer, change and / or supplement it to the extent that it is directly indicated in the conditions of such offers.