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# Terms and Conditions of the "Subscription" service

The Terms and Conditions are valid as of 04.07.2024

The Terms and Conditions of the "Subscription" service (hereinafter referred to as the Terms and Conditions and Subscription respectively) are an offer conducted by the Limited Liability Company "Humans", address: 100047, Republic of Uzbekistan, Tashkent, Makhtumkuli st. 2 B, TIN 306624856 (hereinafter referred to as Humans), hereinafter referred to as Humans to an indefinite circle of persons.

## **TERMS**

The capitalized words used in the text of these Terms and Conditions are terms. The meaning of the terms is given in the Conditions for Humans Communication Services, Pricing Plans, and the Terms and Conditions of the Humans Loyalty Program, and the Terms of Use of Humans "Goods and Services Showcase" service available on the Website <a href="https://www.humans.uz">www.humans.uz</a>, unless otherwise defined in these Terms and Conditions.

**Service** is a service provided under these Terms and Conditions, as defined in the appendices to these Terms and Conditions. The Participant can find the list of available Services in the Humans Mobile Application and on the Website at www.humans.uz.

Participant is a Humans customer who uses Humans' services under the Communication Services Agreement or who uses the services provided by Humans under the Terms of Use of the "Showcase of Goods and Services Humans" service. The descriptions of specific Services may impose additional requirements on Participants. For example, a number of Services are only available to Participants who have entered into a Communications Services Agreement with Humans by accepting the Conditions for Humans Communication Services. Some Subscription features are only available to Participants who are current Humans Loyalty Program Participants and whose participation in the Humans Loyalty Program has not been suspended or terminated.

**Billing period** is a period of 30 calendar days from the date of activation of the Service included in the Subscription.

**Trial period** is a period of 30 days (unless otherwise specified in the description of a particular Service) from the date of the first activation of a particular Service included in the

Subscription, during which the Service is provided without charge. The trial period is provided in order to promote the Services among the Participants and increase their number.

**Subscription** is activation of one or more Services by the Participant on the terms and conditions set forth in these Terms and Conditions for a regular fee each Billing Period.

#### 1. GENERAL INFORMATION ON SUBSCRIPTIONS

- 1.1 As part of the Subscription, the Participant is offered to activate one or more Services available under the Subscription and these Terms and Conditions for a fee.
- 1.2 The description of specific Services provided under the Subscription is set forth in the appendices to these Terms and Conditions.
- 1.3 The Services provided under the Subscription may also be services additional to the mobile services. In the latter case, Humans' Terms and Conditions of Communication Services shall also apply to the use of the Services.
- 1.4 Special requirements and restrictions may be set forth in the descriptions of certain Services for their use.
- 1.5 The general terms and conditions set forth in these Terms and Conditions apply to all services and cases arising from their use, unless otherwise specified in the specific description of the Service.
- 1.6 The period of provision of the Service: from the moment of its activation by the Participant until its deactivation by the Participant or termination of the Service by Humans for the reasons specified in these Terms and Conditions.
- 1.7. The Services within the Subscription are provided only for the Participants' personal usage, not related to the purpose of making profit.
- 1.8 In order to correctly activate and use the Services with all their features, the Participant must install the latest version of the Mobile Application on their subscriber's device and update it regularly.

# 2. SUBSCRIPTION AND SERVICE ACTIVATION

- 2.1 Subscription to any of the Services shall be activated by the Participant in the Mobile Application by clicking on the appropriate button provided by the interfaces of the Mobile Application (including the button confirming the activation of the free Trial Period). It is also possible to activate and manage the Subscription by contacting the Humans Support Team.
- 2.2 By clicking on the activation button, the Participant unconditionally and fully accepts these Terms and Conditions and confirms that they are familiarized and agree with them. If the

Participant does not agree with any of the provisions of these Terms and Conditions, the Participant shall refrain from activating the Service as part of the Subscription.

- 2.3 When activating the Service, the Participant can enter the data of their UZCARD or HUMO payment system Bank Card in the Mobile Application (to link the Bank Card). To do this, the Participant shall perform a set of actions set in the interfaces of the Mobile Application. When linking the Bank Card, the Participant agrees to write off the cost of ordered Services, as well as debts or fines on them, from the linked Bank Card without acceptance.
- 2.4 Activation of the Service (Subscription) is possible only if the Participant has one of the sources of payment for the Service specified in clause 3.6 of these Terms and Conditions.
- 2.5 The Service may be activated under the terms of the Trial Period only once, if the Participant has not previously activated such Service.

## 3. SUBSCRIPTION PAYMENT AND TRIAL PERIOD

- 3.1 The amount of payment for the Service for one Billing Period is set in the Appendices to these Terms and Conditions with the description of a particular Service. The amount of payment is set in sums including applicable taxes.
- 3.2 The payment for the use of the Service shall be made in advance not later than the moment of the beginning of the Billing Period. When activating the Service for the first time, the advance payment shall be made not later than the last day of the Trial Period. The payment will be accrued to the Participant each Billing Period until the Participant cancels the Service, or until the Service is terminated by Humans, in the manner specified in these Terms and Conditions. At the time of the start of a new Billing Period, the Participant must ensure the availability of sufficient funds to pay for the Billing Period on any authorized sources specified in clause 3.6 of these Terms and Conditions.
- 3.2 No payment for the use of the Service shall be charged during the Trial Period. During the Trial Period, if the Participant plans to continue using the Service, the Participant shall pay the payment fee for one Billing Period. On the first day after the end of the Trial Period, if the payment for the Billing Period is not received, the Service shall be terminated.
- 3.3. A Participant who is a current Participant of the Humans Loyalty Program and who has a Cashback Account is entitled to use the funds on the Cashback Account to make a payment (including partial payment) for the Service, as well as to pay debts or penalties related to the use of the Service. Receipt of the Service at the expense of funds on the Participant's Cashback Account is an Incentive within the meaning set forth in the Terms and Conditions of the Humans Loyalty Program. In order to pay with the funds in the Participant's Cashback Account, the Participant must enable this feature in the Mobile Application for each activated Service. In this case, the debiting of funds from the Cashback Account is automatic.

- 3.4 A Participant who is a current Customer of Humans under a Communication Services Agreement may set off the funds paid by the Customer as an advance payment for Humans communication services and recorded in the Personal Account against the payment for the Service (including in part), as well as for the repayment of debts and penalties arising from the use of the Service. Offsetting takes place automatically if there are funds on the Personal Account at the end of the paid Billing Period.
- 3.5 By activating the Services, the Participant agrees to automatic debiting of funds for Subscriptions (payments for the connected Services, as well as debts and fines arising from the use of the Services) from the bank cards linked by the Participant in the Mobile Application, and agrees to the Terms and Conditions of the Automatic Payment service.
- 3.6 The payment for the Billing Period shall be made in the following order:
- 1. Participant's Cashback Account (if any, in the amount available in the Cashback Account, but not more than the amount of payment for one Billing Period);
- 2. Participant's Personal Account (if any in the amount available on the Personal Account, but not more than the amount of payment for one Billing Period);
- 3. A linked bank card for which Automatic Payment is enabled (if available in the amount available on the bank card, but not more than the amount of payment for one Billing Period);
- 4. Other linked bank cards.

Payment of the Subscription in installments using different means of payment is allowed, provided that at the time of charging the payment for the Billing Period there is a sufficient amount of money on all possible means of payment to make the payment in full.

- 3.7 The Service in each Billing Period shall be deemed to be provided at the moment of its payment and prolongation of the Service for the paid Billing Period.
- 3.8 The Participant is entitled to make an advance payment for the use of the Service in the amount determined by it at its discretion.
- 3.9 If the Participant is in arrears for the Services, the arrears shall be paid first. The Subscription debt is displayed in the Mobile Application separately and independently from the balance of the Participant's Personal account and Cashback account.

## 4. SERVICE DEACTIVATION

- 4.1 The Participant may deactivate the Service at any time in the Mobile Application or by contacting the Humans Support Team.
- 4.2 If the Participant deactivates the Service, the Service shall continue to be provided until the end of the paid Billing Period. Recalculation of the Service cost in case of its deactivation during the Billing Period shall not be made. If the Participant deactivates the Service during the Trial Period, the Service shall be terminated at the time of deactivation.

- 4.3 If the Participant fails to pay the full payment for the Service after the end of the paid period, the Participant is charged a penalty in the amount of the full payment cost for one Billing Period Payment of the penalty is performed automatically if there are funds available on any of the authorized sources of the Participant's funds specified in clause 3.6 of these Terms and Conditions.
- 4.4 If the Participant has not paid the cost of payment for the Service within the Billing Period following the paid period, provision of the Service shall be terminated. The Service shall be deemed deactivated from the date of the beginning of the unpaid Billing Period.
- 4.5 If the Customer during the Billing Period following the paid Billing Period makes a cash deposit in the amount sufficient to pay the cost of the Service for the Billing Period, the provision of the Service shall be extended. In this case, the amounts of the penalty paid by the Participant shall be offset against the cost of the Service.
- 4.6 When the Participant deactivates the Subscription to a particular Service, the Participant may reactivate the Service only if there are no debts on previously activated Services, including payment of accrued fines.
- 4.7 If the Service is an additional service related to the mobile service, termination of the Service shall occur upon termination of the Communication Services Agreement on any grounds.
- 4.8 The provision of the Service may be terminated unilaterally by Humans. In this case, the Service shall be terminated from the end of the paid Billing Period.

# 5. FINAL PROVISIONS

- 5.1. These Terms and Conditions, as amended, shall come into force at the moment of their publication on the Humans Website. Humans has the right to unilaterally change these Terms and Conditions or cancel the provision of the Service by posting the relevant notice on the Humans Website. The date of notification is the date the relevant information is posted on the Humans Website. The Terms and Conditions shall be deemed amended, and the Service shall be deemed canceled as of the date of publication of the relevant information on the Humans Website.
- 5.2 Participant's activation of the Service in the Humans Mobile Application means full and unconditional consent to these Terms and Conditions, which are an offer addressed to individuals.
- 5.3. Otherwise, not regulated by these Terms and Conditions and descriptions of specific Services, the norms of the current legislation of the Republic of Uzbekistan shall apply.