

Public contract (offer) on the provision of mobile (cellular) communication services

1. Subject of the Contract:

1.1. This Contract is a public contract (offer) to any legal or natural person (hereinafter referred to as SUBSCRIBER) from the enterprise OÜ Top Connect (hereinafter referred to as PROVIDER) on the provision of mobile (cellular) radio communication services according to the GSM standard and in accordance with the licenses, issued by the Estonian Technical Surveillance Authority, through roaming service with other providers / operators using the SIM-card issued by the PROVIDER (hereinafter referred to as PHONECARD).

1.2. The subject of the agreement is to provide the SUBSCRIBER with mobile (cellular) radio communication services according to the GSM standard (hereinafter referred to as Services), in accordance with the Rates and Terms of Service, which are an integral part of the present Contract.

1.3. The Rates and Terms of Service constitute official documents of the PROVIDER, shall be published and updated on the official website of the PROVIDER (www.travelsim.com), and are mandatory for the SUBSCRIBER according to this Contract.

2. Obligations of the parties:

2.1. The PROVIDER undertakes:

2.1.1. to provide Services to the SUBSCRIBER in accordance with the Contract, Rates and Terms of Service.

2.1.2. to timely alert the SUBSCRIBER about changes in the Contract, Terms of Service and RATES by publishing information about the changes on the official website of the PROVIDER (www.travelsim.com), at least 7 days before their entry into force.

2.1.3. In case of disagreement with the new version of the same document the SUBSCRIBER is entitled to terminate use of the Service in accordance with clause 6.1 of the Contract.

2.2. The SUBSCRIBER shall:

2.2.1. comply with the terms of this Contract and Terms of Service.

2.2.2. not disclose to third parties the Personal Identification Number (hereinafter referred as PIN-CODE), being an individual password to access the Service, except for the cases specified in the law.

2.2.3. read and understand information about the changes in the Contract, Rates and Terms of Service, as well as other technological and organizational changes posted on the official website of the PROVIDER (www.travelsim.com).

3. Validity of the contract:

3.1. The Contract between the PROVIDER and the SUBSCRIBER is deemed to be concluded from the instant when the SUBSCRIBER has purchased the PHONECARD from an authorized distributor of the PROVIDER. Acquisition of a PHONECARD indicates the complete and unconditional acceptance of the terms and conditions of this Contract by the SUBSCRIBER. The Contract enters into force from the moment of activation of the PHONECARD.

3.2. PHONECARDS are distributed through authorized distributors of the PROVIDER, which have the right to distribute and sell PHONECARDS on their own behalf to end users. Distributors have the right to involve third persons in this process. In accordance with agreements concluded with distributors and with applicable laws communication Services received in the location of the distributors may be restricted, about which the distributors are obliged to provide information to the SUBSCRIBERS before they purchase a PHONECARD.

3.3. The distributors have the right to distribute PHONECARDS under their own trademarks. Distributors are the official representatives of the PROVIDER to receive payments for the Communication Services provided by the PROVIDER to the SUBSCRIBERS.

3.4. This Contract is concluded for an indefinite period and is effective until terminated in accordance with section 6 of the present Contract.

4. Cost of services and payment procedure:

4.1. The cost of services is determined in accordance with applicable Rates.

4.2. The procedure of payment for the Services provided by the PROVIDER shall be set in the agreements between the authorized distributors of the PROVIDER and the SUBSCRIBER.

4.3. Disputes between distributors and SUBSCRIBERS regarding payment for services shall be settled in the courts of law of the country of residence of the distributor.

4.4. The PROVIDER reserves the right to calculate voice minutes, SMS messages and Internet traffic according their own calculation and rounding schemes (with two digits (hundredths of a whole number) after the decimal point and more).

5. Warranties:

5.1. The PROVIDER provides the Service “as is”, i.e. in the form, volume, at such price and with such quality, as available at the instant of providing.

5.2. The PROVIDER shall make every effort to ensure quality and absence of interruption in Services provided, but the PROVIDER shall not be liable for any direct or indirect damages *caused* to the SUBSCRIBER by the use or inability to use the Service due to the fact that the Services are provided through third parties (operators and service providers) when roaming.

6. Termination of the Contract:

6.1. The SUBSCRIBER is entitled to unilateral termination of the Contract.

6.2. If the SUBSCRIBER violates the terms of this Contract *or* Terms of Service, the PROVIDER has the right to terminate the Contract unilaterally.

6.3. Upon termination of the Contract no refund of unused money from the subscriber's account or reimbursement of the cost of the PHONECARD shall be made.

7. Other conditions:

7.1. Should the SUBSCRIBER's account, opened by the PROVIDER, be lacking money, provision of Services under this Contract shall be suspended until the money is paid to the subscriber's account.

7.2. The PROVIDER has the right to unilaterally make changes and additions to the Contract, Rates and Terms of Service. The new edition of documents shall enter into force after 7 days from the date of publication on the official website of the PROVIDER (www.travelsim.com).

7.3. In case of absence for a specified period of a written statement by the SUBSCRIBER concerning unilateral renunciation of the Contract, the new edition documents is deemed to be accepted by the SUBSCRIBER.

7.4. *The* PROVIDER shall not be liable for damages of any kind incurred by the SUBSCRIBER due to disclosure of the PIN-CODE of the PHONECARD by the SUBSCRIBER. Cost of all connections incurred using the PIN-CODE shall be charged from the SUBSCRIBER's account unconditionally.

7.5. In case of telephone card not being in use by end user for the period of over 12 months since the day of its activation a Provider has a right to change the telephone number on the card that was initially tied to this telephone card of the end user. While in the process of telephone number change Provider sends end user an SMS message with a new telephone number of end user's telephone card together with the date of new activation of such telephone number. In case of telephone card not being in use by end user for the period of over 24 months since the day of its activation (start of usage) a telephone card is going to be annulled and its service cancelled. All left over monetary value that has been located on the telephone card will be erased and not returned to the end user.

7.6. In case of unjustified charging to the SUBSCRIBER's account, which occurred for reasons of incorrect billing system or other error on the part of the PROVIDER, the PROVIDER shall return the wrongly debited funds to the SUBSCRIBER's account within three days from the detection of this mistake. In these matters, the SUBSCRIBER must contact the authorized distributor, which in its turn shall file this claim with the PROVIDER.

7.7. The PROVIDER shall provide on the SUBSCRIBER's demand a report on the services provided within 5 days from the receipt of the demand by the PROVIDER. Authorized distributors of the PROVIDER shall deliver the report to the SUBSCRIBER

as a statement on the Services provided, based on the data from the billing system of the PROVIDER.

8. Completeness of the Contract:

8.1. This Contract supersedes any other prior agreement, settlements, written and oral agreements, relating to the subject matter of this Contract.

8.2. All disputes, disagreements or claims, arising out of this Contract or related to it, including those relating to its conclusion, execution, violation, termination or invalidity, shall be settled at the location of the PROVIDER in accordance with Estonian law .

9. The address and details of the PROVIDER:

Enterprise OÜ Top Connect

Address: Estonia, 11415, Tallinn, Väike-Paala 1

Registration code: 10668897 VAT EE100615353

Account: 21014487456 Swedbank 767, Liivalaia 8, Estonia, 15040, Tallinn

Swift code HABAE2X, IBAN EE342200221014487456

Vladislav Sobolev

Board member

OÜ Top Connect