

USER AGREEMENT (PUBLIC OFFER)

SMSBUS LLP (further as the Agent), being an authorized representative of the respective public transport companies (further as the Carriers), acting on its own behalf but in their interests, hereby offers to any capable individual (further as the Passenger) who is a subscriber of the cellular operator connection with the subscriber number allocated and registered in his name, use the services of payment to Carriers for travel in public transport through the Agent under the conditions set forth below (further as the Services).

This proposal is in accordance with clause 6. Article 395 of the Civil Code of the Republic of Kazakhstan is a public offer. The application by the applicant of the actions specified in these Rules, in accordance with clause 3 of Article 396 of the Civil Code of the Republic of Kazakhstan, including, but not limited to: transferring electronic money to the Agent and / or sending an indication in the form of an SMS message to the short number 2505 and other actions, specified in this agreement, the public contract of the mobile operator (further - the Mobile Operator) and its annexes, the rules and regulations of electronic money operators Wooppay, Paytech, the rules and regulations of second-tier banks, the rules of reliable systems "Visa" and "MasterCard" for operations with payment cards, including the rules for using an electronic wallet, the rules for issuing, walking, clearing, etc. electronic money of the corresponding second-tier bank that issued electronic money, etc. is the unconditional, full and unconditional consent of the Passenger with the terms of this User Agreement and indicates the conclusion of a bilateral transaction between the Agent and the Passenger through the exchange of electronic and / or SMS messages on the basis of clause 3 of Article 151 of the Civil Code of the Republic of Kazakhstan on the following conditions.

GENERAL TERMS AND CONDITIONS

This User Agreement will enter into force upon its acceptance by the Passenger in the manner specified in this agreement. If the Passenger does not satisfy the requirements, cannot comply with any requirements or fulfill the obligations under this User Agreement and / or cannot give guarantees to the Agent, as indicated below, The Passenger shall not accept this User Agreement or in any other way accede to it and / or perform any actions specified in it, otherwise, any losses, claims, etc. The Passenger is his risk and is not subject to any compensation by the Agent. This User Agreement governs all relations between the Agent and the Passenger.

The agent reserves the right to amend this User Agreement of the Rules unilaterally. Any changes made to it are considered valid from the moment of publication on the Agent's website, and the Passenger confirm that this is considered to be a proper notification of the changes made. Before the next use of the Services, the Passenger agrees to familiarize themselves with the current and current version of this User Agreement and only with the consent of them - to use the Services. Using the Services, the Passenger guarantees to the Agent:

- He has the necessary legal capacity to conclude and execute transactions, including this User Agreement;
- He has a mobile subscriber number allocated to him, registered in his name, with the amount of money necessary for using the Services on the personal account of the Passenger as a subscriber with a mobile operator;
- He will use the Services in accordance with this User Agreement and other documents specified in his preamble;
- He will use the Services only for the purposes specified in this User Agreement;

- He will be independently responsible for any of his actions arising from this User Agreement, even if he subsequently independently recognizes them as erroneous through his own fault and / or refuses the Services, etc.
- He will independently control the use of his subscriber number, subscriber device, writing and sending SMS to short number 2505, money transactions on a personal account with a mobile operator, on a personal account of a payment card or electronic wallet with a second-tier Bank, etc.
- He has read and agrees with the terms of this User Agreement.
- He agrees that sending him an SMS message to the short number 2505 is an unconditional recognition for debiting funds by the Mobile Operator or the Bank of the second level of funds in accordance with this User Agreement.
- If it is established that the Passenger has not complied with the above guarantees and conditions, the Agent will not be liable for any damage and claims, including indirect damage and lost profits, as well as losses or any claims that arise from the Passenger or other **third parties in connection with the foregoing**.

ORDER OF USE OF SERVICES, RIGHTS AND OBLIGATIONS

A passenger gets the opportunity to pay for the Carrier's services through his personal account with a mobile operator or personal account of a second-tier Bank using the Agent's Services. Payment processing is carried out through electronic money payment systems Wooppay, Paytech, payment systems "Visa" and "MasterCard".

The service is available to all subscribers of the mobile operator, subject to the requirements specified in this User Agreement. By sending SMS message with a valid transport code to the short number 2505 or by making a payment from the SMSBUS Passenger mobile application, the Passenger expresses his full agreement with the terms of the Services. The service is considered to be provided properly when the Passenger receives an SMS message from the short number 2505 or an electronic message from the SMSBUS Passenger mobile application in the form of a document in electronic form (electronic check) confirming the Passenger's right to one-time travel on public transport on a specific route continuously in one direction. In the process of providing the Services, to one degree or another, the Mobile Operator, the electronic money operator Wooppay, Paytech, the Bank issuing electronic money, the Agent and the Carrier participate, while sending an SMS message or making a payment from the SMSBUS Passenger mobile application is complete and unconditional consent of the Passenger with the relevant rules and regulations of the above entities, with which he must familiarize himself in advance.

The text of the SMS message to be sent to the short number 2505 is indicated in the passenger compartment of the respective vehicle. In case of an erroneous sending of an SMS message, inconsistency of the text of the SMS message, etc. Agent has the right to refuse to provide the Service.

The cost of one payment in the cities of Nur-Sultan and Kyzylorda is 90 tenge, in express buses in the city of Nur-Sultan - 180 tenge, in Almaty, Uralsk, Taldykorgan and Aktobe - 80 tenge, in Shymkent - 70 tenge. In the suburbs of the city of Nur-Sultan, the fare depends on the passenger departure zone and arrival zone (zone number 1 - 90 tenge, zone number 2 - 200 tenge, zone number 3 - 300 tenge, zone number 4 - 400 tenge). The cost of one payment and includes all expenses of the above entities involved in the provision of services.

If the Passenger receives an electronic check from the short number 2505 or from the SMSBUS Passenger mobile application, he is entitled to one trip in public transport, with any additional payments to the Carrier, Mobile Operator, Second-tier Bank, Agent, etc. not required.

Example of an electronic ticket received from the short number 2505 or from the SMSBUS Passenger mobile application for bus travel on route 29 with vehicle number 590, state number 615BN02, serial number of ticket number 1:

TICKET: 0001: 56: 7890
AMOUNT: 80 TG.
DATE: 03/01/2016 10:42:31
TRANSPORT: 590 (615BN02)
ROUTE: 29
SUBSCRIBER: 87771112233
TRANSACTION: 1971335
TOO GREEN BUS COMPANY
BIN: 160141026320

RESTRICTIONS IN USE OF SERVICES

The Agent reserves the right not to consider claims from the Passenger regarding the return of funds to his personal account with the Mobile Operator or to his personal account with a second-tier Bank upon the successful provision of the Service, i.e. when the Passenger sent an SMS message with a valid transport code to the short number 2505, or made a payment from the SMSBUS Passenger mobile application in accordance with the terms of this User Agreement and received an electronic check.

Use of the Services is not possible for the Passenger's phone numbers for which a ban on cash payments has been established.

The agent is not responsible for unauthorized SMS messages and unauthorized payments from the SMSBUS Passenger mobile application. Unauthorized SMS message and unauthorized payment from the SMSBUS Passenger mobile application means a message or payment made by a third party as a result of the subscriber's device or number being left out of the Passenger's possession, as well as sent SMS messages and payments made, in violation of the terms of this User Agreement and the requirements of the legislation of the Republic of Kazakhstan.

INTERACTION AND REVIEW OF COMPLAINTS

If there are questions, complaints or claim, the passenger has the right to contact the Agent's help desk: tel. +7 (777) 000 2505, +7 (775) 005 2505

The telephone numbers of the Agent's assistance services are indicated in the information sheets inside the public transport salons in buses and trolleybuses.

If there is a complaint, the Passenger must inform the Agent of his subscriber number, describe the problem, and indicate the time when, in his opinion, the Service was erroneously provided. In addition, the Passenger must independently request from the Mobile Operator details of calls, SMS - messages, payments for the specified period by his number in the subscription department of the Mobile Operator, and only then contact the Agent. If the Passenger does not and does not provide such information to the Agent, complaints from the Passenger cannot be accepted and considered by the Agent.

RESPONSIBILITY OF PARTIES

The Agent reserves the right to temporarily stop providing the Passenger with the opportunity to use the Service in case the Passenger violates the requirements set forth in this User Agreement.

Under no circumstances will the Agent be liable for any direct, indirect, penal, incidental, special losses or other consequences that may arise in connection with the use of the Services by the Passenger due to the delay or inability to use the Services. Responsibility to the Passenger in case of complete or partial inoperability of the Services and its components for any time, as well as in the absence of the Passenger's access to the cellular network, to mobile Internet, etc.

The Agent will not be liable for any negative consequences and losses, including loss of profits arising as a result of events and circumstances beyond the scope of its competence, as well as for actions (inaction) of third parties, as well as non-compliance by the Passenger with the terms of this User Agreement.

The Agent is not responsible to the Passenger for delays and interruptions in the operation of technical platforms and transport networks or communication networks, in the occurrence of which there is no fault of the Agent.

The agent is not responsible for the lack of information sheets inside public transport salons in buses and trolleybuses. The information sheets are the property of the Carriers, which are responsible for their availability, updating and safety.

The Passenger is responsible for any actions of third parties committed on behalf of the Passenger through his subscriber number when using the Services.

PROTECTION OF PERSONAL INFORMATION

In accordance with the Law of the Republic of Kazakhstan "On personal data and their protection", the Passenger agrees that sending an SMS message to the short number 2505 meets the requirements of clause 1 of article 8 of the Law of the Republic of Kazakhstan "On personal data and their protection" and is the consent of the Passenger on the collection and processing of his personal data, including provided to the Agent from other entities involved in the provision of the Services. Thus, the Passenger provides the Agent and the Bank with consent to the collection, processing, storage and use of the provided personal data for the following purposes: use of the Services, offers to the Passenger any other services of the Agent and / or the Bank and their partners, conclusion and execution of agreements, fulfillment by the Agent and / or the Bank of its obligations in accordance with the legislation of the Republic of Kazakhstan and (or) the legislation of foreign states, extending its effect to relations between The Passenger and the Agent and / or the Bank, with the right of the Agent and / or the Bank for the above purposes, transfer the Passenger's personal data to third parties, including cross-border data transfer. The specified consent is valid indefinitely from the moment of its provision. The Passenger confirms that he is notified of the rights established by the above Law, including the purposes of collecting, processing, using and storing personal data, access to personal data of third parties, withdrawal of his consent, etc. The purpose of the collection, processing, storage and use of personal data of the Passenger is the ability of the Passenger to use the Services.

OTHER CONDITIONS

In all other cases not specified in this User Agreement and other rules and regulations specified in its text, the Agent and the Passenger will be guided by the current legislation of the Republic of Kazakhstan.