

SUBSCRIPTION AGREEMENT

KUZEY KIBRIS TURKCELL SUBSCRIPTION CONTRACT

1. PARTIES

Kıbrıs Mobile Telekomünikasyon Limited (hereinafter referred to as "Kuzey Kıbrıs Turkcell") of Bedreddin Demirel Cad., Salih Mecit Sokak Kavşağı No: 1, Lefkoşa and natural person or legal entity making an application personally or through an agent to become a Kuzey Kıbrıs Turkcell subscriber (referred to herein as "Subscriber").

2. DEFINITIONS

2G: Second generation mobile electronic communication system including GSM 900 and GSM 1800 systems.

3G: Third generation mobile electronic communication system set up in IMT-2000\UMTS standard or systems developed based on these standards.

INTERIM PAYMENT: The amount of payment collected by Kuzey Kıbrıs Turkcell in cash, based on reasons set and announced by Kuzey Kıbrıs Turkcell as from any date following the subscription and thereafter deducted from the invoice amount, in order to prevent its use without the knowledge of the SUBSCRIBER or to secure Kuzey Kıbrıs Turkcell's revenues.

DATA NUMBER: GSM number used for the Mobile Internet connection.

DEPOSIT: The payment made to Kuzey Kıbrıs Turkcell Deposit Account in accordance with the request of Kuzey Kıbrıs Turkcell, where considered necessary by Kuzey Kıbrıs Turkcell (excessive number of postpaid lines, roaming access, excessive number of promotion requests, cases where the line and/or promotion connected to the line is used for commercial purposes instead of communication or where the usage exceeds the regular amount, thereby risking the collection of payments or for other reasons announced). Providing that the invoice amount of services provided by Kuzey Kıbrıs Turkcell is overdue, the deposit amount is collected with an open invoice addressing the SUBSCRIBER. Amount of deposit is not to be considered an Interim Payment and is not set off as an Interim Payment. Instead of a deposit payment, a letter of guarantee provided by a solvent bank and provided by the SUBSCRIBER may also be accepted.

E-INVOICE: Digital telephone service bill that is signed with secure electronic signature or corporate seal, prepared in an electronic/magnetic platform and in line with the registration.

ADDITIONAL SERVICE: All services except for basic communication services provided by Kuzey Kıbrıs Turkcell to its SUBSCRIBERS.

POSTPAID LINE: The system where the SUBSCRIBER pays against an invoice in their name for the cost of services used in the previous term for fees, taxes and other financial obligations.

PREPAID LINE: The service that allows the SUBSCRIBER to enter the assigned password and top-up their registered line with credit/TRY through other channels or which requires credit/TRY top-up if the credit/TRY runs out or at the end of the usage period.

GPRS: (General Packet Radio Service) Technology that allows data transfer in the form of package switching through current 2G mobile phone network. It is generally used between mobile phones and internet for the exchange of small data packages.

GSM: (Global System for Mobile Communication) International Mobile Communication Standard.

ELECTRONIC COMMUNICATION SERVICE: Electronic communication services (including but not limited to: voice, SMS, GSM, 2G, 3G, internet, GPRS, Data, infrastructure etc.) provided or to be provided to the SUBSCRIBER by Kuzey Kıbrıs Turkcell in accordance with / within the license and authority it has / will receive.

IM: (Instant Messaging) A type of online chat providing the transmission of synchronous text.

IMEI: (International Mobile Equipment Identity) International Mobile Equipment Code refers to the number showing international electronic ID information of mobile devices.

VALUE ADDED SERVICES: Electronic communication services that allow the SUBSCRIBER to access additional, different or regenerated transfer of voice or data or provide access to entertainment, voting, competition, attendance, information or different types of content and all types of services, other than basic communication services, provided to the SUBSCRIBERS by Kuzey Kıbrıs Turkcell.

KUZEY KIBRIS TURKCELL SIM CARD: The card (referred to herein as SIM Card) connected to the mobile telephone number, located in the mobile phone and/or relevant device, which is allocated providing that the user adheres to Article 9.4.

TERM OF USE: Refers to the time period set for topping-up the system of Prepaid Line.

MOU: Global System for Mobile Communication Memorandum of Understanding is an official agreement between two or more parties. PACKAGE: Voice, SMS, or internet account set for voice, SMS or mobile internet connection of Data Number, Prepaid and Postpaid Lines, and also includes packages that are designed in line with the innovations that are offered as a result of technological advancements.

P2P: (Peer to peer) A network protocol used to share data between two or more clients.

INTERNATIONAL ROAMING: Allows a user subscribed to a mobile network (or a mobile operator) to use this subscription for other networks.

SMS: Short message services.

SUPER PASSWORD: Refers to the special password known only by the SUBSCRIBER, authorizing the SUBSCRIBER to carry out various SUBSCRIPTION procedures.

TARIFF: Price list for SUBSCRIBERS that is set at the sole discretion of Kuzey Kıbrıs Turkcell providing that they fall within the minimum price limit, and that is to be collected in return for the services provided by Kuzey Kıbrıs Turkcell.

TETHERING: Method allowing the sharing of mobile internet of mobile phones.

VOIP: (Voice over internet protocol) Transferring voice data via the internet.

3. SUBJECT OF THE CONTRACT

The contract herein determines the reciprocal rights and liabilities regarding the SUBSCRIBER's use of all electronic communication and other services provided by / to be provided by Kuzey Kıbrıs Turkcell. The terms in the contract herein also applies to Prepaid Lines and Mobile Internet Lines (both postpaid and prepaid) where technically and operationally applicable.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 Once Kuzey Kıbrıs Turkcell receives other and/or all of the documents required for subscription and contract, Kuzey Kıbrıs Turkcell within 7(seven) days activates the line allocated to the SUBSCRIBER and allows the SUBSCRIBER to benefit from its services via the SIM card.

4.2 Kuzey Kıbrıs Turkcell allows the SUBSCRIBER to benefit from its services via the SIM card. The SUBSCRIBER unless stated otherwise, agrees to receive services provided by Kuzey Kıbrıs Turkcell as part of the Electronic Communication System with the latest technology. In case of a SIM Card change, subject to the reason of change, the SUBSCRIBER pays the relevant Tariff fee determined by Kuzey Kıbrıs Turkcell.

4.3 Kuzey Kıbrıs Turkcell provides its services in line with the standards determined by competent authorities and standards foreseen in the relevant contracts and relevant legislation. If otherwise is proven, the SUBSCRIBER can request a refund. Refunds are made as specified in clause 5.13.

4.4 In order to benefit from international roaming service, during or after the signing of the Contract, the SUBSCRIBER should make an application in line with methods and procedures determined by Kuzey Kıbrıs Turkcell. Kuzey Kıbrıs Turkcell reserves the right to accept or reject the application. In any case, Kuzey Kıbrıs Turkcell bears no responsibility if the SUBSCRIBER is unable to use their line abroad due to not making an application or if their application is rejected. The SUBSCRIBER accepts the International Roaming practices provided by Kuzey Kıbrıs Turkcell and that when roaming is in place, international roaming fees determined by Kuzey Kıbrıs will apply for incoming calls and calls made, messages sent and data usage as well as all services used. In line with these terms, the SUBSCRIBER is responsible for fees that will be charged as a result of incoming calls from 3rd parties.

4.5 Kuzey Kıbrıs Turkcell may request the SUBSCRIBER to make an Interim Payment to be deducted from the invoice before the monthly billing date to cover a specific amount of calls/internet connection and/or where necessary (excessive number of postpaid lines, roaming access, excessive number of special offer requests, cases where the line and/or special offer connected to the line is used for commercial purposes instead of communication or where the usage exceeds the regular amount risking the collection of revenues or for other reasons

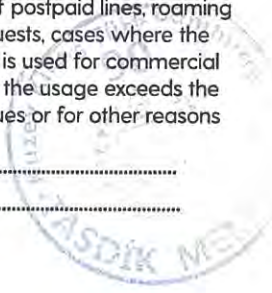
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Subscriber's signature:

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announced) request a specific amount of payment in the form of an advance payment or deposit, and if such payment is not made, the SUBSCRIBER's line or if applicable, other lines registered in the SUBSCRIBER's name may be temporarily suspended upon notification.

4.6 Unless otherwise stated during the relevant period, mobile internet packages are only available in the TRNC. While abroad, the SUBSCRIBER can benefit from fast mobile internet service in countries that has the data infrastructure using their Kuzey Kıbrıs Turkcell card in line with terms stated in clause 4.4 above.

4.7 Kuzey Kıbrıs Turkcell reserves the right to make changes to software that allows instant messaging and voice communication over the internet (IM and VOIP), internet sharing (Tethering) and direct file sharing (P2P) and use of similar services with internet packages.

4.8 Due to unforeseeable circumstances force majeure and interruptions and limitations by authorised official bodies, difficulties may arise temporarily in mobile communication services or the services may fully halt. Where possible, Kuzey Kıbrıs Turkcell will announce such interruptions to the SUBSCRIBERS, but is not obliged to cover the monthly fees of periods that were not used due to the said interruption.

4.9. In the event of Force Majeure, any act or action of the SUBSCRIBER or any third party, maintenance and repair activities, any restriction imposed by competent authorities or the closing of or the suspension of the operations of Kuzey Kıbrıs Turkcell by the legal authorities the SUBSCRIBER may not file any claims against Kuzey Kıbrıs Turkcell for not providing the communication services at all or for not providing the same efficiently and as required. Kuzey Kıbrıs Turkcell shall where possible notify the SUBSCRIBERS of any such event.

4.10. Kuzey Kıbrıs Turkcell may, in certain cases, change the phone/data/line number, which it may have assigned for the use of the SUBSCRIBER, by way of notifying the SUBSCRIBER of such change 2 months in advance. However; in the following circumstances it may be decided that, the numbers assigned are be changed, returned or revoked, immediately:

- Necessity due to concerns of national security, public order and cases of emergency,
- Any change in the regulations of the relevant international organizations and/or the regulations under the international conventions,
- Any change to be made in the numbering plan,
- Following any request filed by the communications provider and the granting by the relevant competent Authority of such request,
- Expiration of or modification in the authorization for the relevant number source,
- Disabling of all numbers assigned or failure in the activation of the same for service within a period of one year from the date of assignment,
- Imposition of a strict requirement which necessitates the need for additional number capacity,
- Cessation of the existence and applicability of the circumstances that lay the basis for number assignment, discovery of the fact that the information or documents submitted through the course of application were inaccurate or misleading.

4.11. Kuzey Kıbrıs Turkcell may, subject to the request of the SUBSCRIBER, enter the phone/line number assigned, the name/ trade name, the address and the occupation of and other details related to the SUBSCRIBER to the phone directory, and may share such details with third parties as a part of its directory service.

4.12. Kuzey Kıbrıs Turkcell may inquire and obtain information about the SUBSCRIBER by applying to the relevant authorities and agencies and visiting the address provided in order for the verification of the accuracy of the personal information and documents submitted by the SUBSCRIBER through the course of its application for subscription. Kuzey Kıbrıs Turkcell shall, as a consequence of the assessment conducted thereby, be entitled to terminate the Agreement or to require a Deposit.

4.13. Subject to the SUBSCRIBER's request service charges for any services, offered by third parties or entities, shall be reflected in the invoices of the SUBSCRIBER; and the SUBSCRIBER shall be obliged to pay such charges. Kuzey Kıbrıs Turkcell shall be entitled to introduce any modification to the technical matters and services that may become necessary on account of technological advancements.

Where any such modification necessitate any structural modification in relation to the device of the SUBSCRIBER; Kuzey Kıbrıs Turkcell

shall not be liable for any such structural modification, and it shall be the obligation of the SUBSCRIBER to bear and pay any cost related to any such structural modification, if any.

4.14. The application period for filing a request for detailed (itemized) invoice and/or any objection on any invoice shall be one (1) month as of the date of such relevant invoice. Objections on invoices may be filed via the call center, the website or the communication centers. Any request or objection filed after the expiration of the said period shall not be taken into consideration. The filing of an objection on an invoice shall not constitute a just cause for abstention from the payment of such invoice. In the event the objection filed by the SUBSCRIBER is established to be justified; the amount, being the subject matter of such objection, as well as the interest accrued thereon as of the date of payment and by the rate applied for the SUBSCRIBER shall be refunded to the SUBSCRIBER by way of deduction from the amount of the invoice issued within one (1) month following the resolution of the matter of objection. Kuzey Kıbrıs Turkcell reserves the right to revise the objection period. In the event the service level specified within the agreement fails to be met due to such reasons that are attributable to Kuzey Kıbrıs Turkcell, the SUBSCRIBER shall be compensated for such failure in such manner that is deemed fit.

4.15. In order to connect to the Electronic Communications system; the SUBSCRIBER is obliged to use such terminal devices that conform to the relevant international standards, the standards specified by the Authority as well as the relevant concession agreements and the standards contemplated within the applicable regulations and that have been duly certified by the Authority, and to submit to Kuzey Kıbrıs Turkcell the information and documents related to such devices. In the cases of optional or non-optional device modifications, the SUBSCRIBER shall be liable for any and all administrative obligations related to the device. The liability for any issue that could arise out of the serial (IMEI) numbers of the devices, which have been modified but the modification of which has not been advised in writing to Kuzey Kıbrıs Turkcell, shall be borne entirely by the SUBSCRIBER.

The liability for any modification in the technical parameters of the devices or any addition or connection to the devices that is in breach of the applicable standards or for any access loss and damages that could occur on the network as a consequence of the device's spreading any virus shall be borne by the SUBSCRIBER. In such case, Kuzey Kıbrıs Turkcell may disable the line of the SUBSCRIBER for calls by informing the SUBSCRIBER of the matter.

4.16. In the event the SUBSCRIBER loses the SIM card and/or such SIM card goes missing, the SUBSCRIBER is obliged to notify Kuzey Kıbrıs Turkcell of the matter in writing or verbally in order for the line to be deactivated. The line of the SUBSCRIBER shall not be deactivated unless it so notifies Kuzey Kıbrıs Turkcell in writing or verbally, in which case any and all liabilities that could arise on such account shall be borne by the SUBSCRIBER.

In the event the SUBSCRIBER requests for the line to be temporarily disabled for calls; Kuzey Kıbrıs Turkcell reserves the right to grant or not to grant such request.

4.17. Where the SUBSCRIBER is a legal entity; the designated service address for invoices or other documents may be the formal address of the legal entity as registered to the relevant authorities or the invoice communication address as specified within the Agreement or the address of any official of the legal entity, who officiates within the legal entity on the date of service.

4.18. The details provided by the SUBSCRIBER through documents submitted and the information presented at the time of the execution of this Agreement shall be considered true and accurate unless any changes are advised to Kuzey Kıbrıs Turkcell in writing or through relevant service channels. The SUBSCRIBER shall be obliged to notify Kuzey Kıbrıs Turkcell of any change in personal information, which is submitted at the time of the execution of this Agreement, and to ensure that such information held by Kuzey Kıbrıs Turkcell is up-to-date at all times. Any action that could be taken and any notice or notification that could be served on the basis of such information shall be considered valid.

Kuzey Kıbrıs Turkcell reserves the right to suspend its services for any

Customer Name/Surname :

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line, in respect of which Kuzey Kıbrıs Turkcell has a reasonable suspicion that the subscription information and documents are missing/inaccurate/forged or not up-to-date, until it is proven otherwise or relevant information or documents are updated, and subsequently, to terminate the Agreement following a notification in writing that may be sent via SMS or by way of an announcement on its website or through its customer services channels or any other similar means.

4.19. The SUBSCRIBER may not lease its line to any third parties and may not transfer the same to others without the knowledge of Kuzey Kıbrıs Turkcell. In the event the SUBSCRIBER surrenders its line to any third party, Kuzey Kıbrıs Turkcell shall not bear any liability in such respect.

4.20. Kuzey Kıbrıs Turkcell has ownership right of the line which is not, under any circumstances transferrable to the SUBSCRIBER. Therefore, the transfer of the use of the line by way of inheritance shall be subject to the consent and permission of Kuzey Kıbrıs Turkcell, and any inheritor, who is to take over the use of the line by way of inheritance (should Kuzey Kıbrıs Turkcell grant consent and permission on the matter), shall be obliged to perform and fulfill the provisions set forth herein until the process of transfer of use is completed. Kuzey Kıbrıs Turkcell reserves the right not to grant its consent and permission regarding the transfer of the use of the line by way of inheritance.

4.21. The data lines allocated for Mobile Internet shall be used only for the purpose of Internet usage.

4.22. The Mobile Internet package usage, renewal and charging operations shall be renewed in such periods as specified on www.kktcell.com as of the date of package activation. Kuzey Kıbrıs Turkcell reserves the right not to revise such periods at any time at its discretion.

4.23. The terms of Mobile Internet package purchase and cancellation, package modification as well as the terms of returning or replacement of modems and the relevant charging terms shall be determined by Kuzey Kıbrıs Turkcell, who reserves the right to revise such terms at any time at its discretion.

4.24. The SUBSCRIBER shall be obliged to return any device, which may be allocated/delivered by Kuzey Kıbrıs Turkcell, completely and along with any and all accessories associated thereto. The SUBSCRIBER hereby agrees and warrants that it shall fully comply with the modem and Internet package return terms and conditions as set forth by Kuzey Kıbrıs Turkcell.

4.25. Kuzey Kıbrıs Turkcell shall be entitled to modify any value-added service or any other supplemental service offered in addition to the basic GSM communication and/or Internet connection services it offers, to revise the terms of any such service, to abolish any such service, renew the same or to modify the relevant packages and tariffs by way of duly announcing any such revision, modification or abolition to the SUBSCRIBERS and consumers in advance of the effectiveness of the same. In that case, the SUBSCRIBER may not file any claims against Kuzey Kıbrıs Turkcell on the grounds that any such revision or modification or abolition has not been announced through any other channel or it has been aware of any such announcement.

Where the Value-Added Services offered under the Agreement are offered on a periodical (weekly, monthly, annual) subscription basis; the offer of any such service shall, upon the expiration of the relevant period, be renewed automatically for the same period of time in order to avoid any service interruption provided that the SUBSCRIBER shall be advised of renewal upon such expiration. The SUBSCRIBER shall, upon filing a request to use such service, be informed about the end of the period and also be informed that, should it not terminate its subscription at the end of the period, its subscription for such service shall be maintained.

4.26. The SUBSCRIBER may not transfer and assign its rights and obligations hereunder to any other party without the consent of Kuzey Kıbrıs Turkcell and unless it is agreed that any and all amounts payable as well as the financial liabilities such as tax etc. that may have been arisen at the time of transfer and/or may thereafter arise in relation to the line transferred shall be paid jointly and severally by the transferor and the transferee and the transferee enters into a new subscription agreement with Kuzey Kıbrıs Turkcell.

4.27. Kuzey Kıbrıs Turkcell shall be entitled to freely determine the service channels, through which it shall offer customer services, and to

exclusively establish the subscription transactions that could be conducted through such service channels, and to impose restrictions on the types of transactions that can be conducted through certain service channels. The SUBSCRIBER shall not be entitled to request new technologies other than the channels offered thereto by Kuzey Kıbrıs Turkcell for the purpose of the provision of customer services, and hereby agrees and represents that the subscription transactions conducted through the channels that have been made available shall be subject to this Agreement. The SUBSCRIBER may, through the agency of the customer services or by way of submitting the TELE CODE, WEB CODE, PRIVATE CODE assigned thereto and/or its personal information via SMS, modify the technical capabilities of the channel and/or, in line with the procedures determined by Kuzey Kıbrıs Turkcell, revise the tariffs, to which it is subject, its subscription type and subscription details and may communicate any request. The SUBSCRIBER hereby agrees and represents that any and all information communicated thereby to Kuzey Kıbrıs Turkcell through such means is accurate and any and all requests filed thereby through the same reflect the respective will and agrees to the consequences of any such request, and that Kuzey Kıbrıs Turkcell shall not bear any liability whatsoever in respect of any such action. The SUBSCRIBER hereby agrees and represents that, in the event of switching from one service to another (postpaid/prepaid), this Agreement along with any and all its provisions shall continue being effective, and that it shall pay any and all charges as well as other financial liabilities such as taxes, duties, fees etc., which may have accrued during its former system subscription. Kuzey Kıbrıs Turkcell shall be entitled to exclusively establish the subscription transactions that could be conducted through the service channels that are specified within, and to impose restrictions on the types of transactions that can be conducted through certain service channels.

4.28. The SUBSCRIBER shall not be allowed to use the rights offered within a package/tariff by way of conducting traffic sales to third parties. Collective use purposes on FCTs (fixed cellular terminals) or company switchboards is not allowed. In the event Kuzey Kıbrıs Turkcell detects any such usage, Kuzey Kıbrıs Turkcell reserves the right to immediately disable the line of the SUBSCRIBER and to claim and collect indemnity from the SUBSCRIBER for any and all losses and damages Kuzey Kıbrıs Turkcell may have sustained on such account.

4.29. Once this Agreement is executed, the SUBSCRIBER shall be provided a SIM card to be used on a device in order for the SUBSCRIBER to use the mobile communication services offered by Kuzey Kıbrıs Turkcell. The SIM CARD allocated to the SUBSCRIBER shall be used only for the purpose of personal communications. The ownership title to such SIM card shall be exclusively in and any and all financial and moral rights that could arise out of authorship over the information, codes, passwords and software on such SIM card shall be owned exclusively by Kuzey Kıbrıs Turkcell, and the SUBSCRIBER is only allocated the use of the SIM card throughout the duration of this Agreement and in accordance with the purpose of this Agreement. Accordingly; any destruction, modification, reproduction, dissemination, performance and transmission to the public by way of equipment and devices that enable the transmission of signals, audio and/or video by the SUBSCRIBER of the SIM card or any information saved thereon is prohibited. The SUBSCRIBER may not make the service received thereby from Kuzey Kıbrıs Turkcell available for the benefit of any third party for commercial or any other purposes. In such a case, the right of Kuzey Kıbrıs Turkcell to immediately and unilaterally terminate this Agreement is reserved, and Kuzey Kıbrıs Turkcell may also claim and require interim payments from the SUBSCRIBER and/or disable the line/s registered in the name of the SUBSCRIBER, for calls. Furthermore; Kuzey Kıbrıs Turkcell shall be entitled to unilaterally and immediately terminate any and all agreements registered in the name of the SUBSCRIBER at any time without further notice or notification in the cases of misuse of the SIM card, the usage of the same in breach of laws, acts, codes and regulations regarding the Mobile communications system or any similar case; and should Kuzey Kıbrıs Turkcell so terminate any agreement, the SUBSCRIBER shall not be entitled to file

Customer Name/Surname :

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K.K.T.C. NOTERİ (Gözetim)
Tel: 0533 841 00 74
30.12.2020

Kuzey Kıbrıs Türk Telekomunikasyon A.Ş.
Kuzey Kıbrıs Türk Telekomunikasyon A.Ş.
Kuzey Kıbrıs Türk Telekomunikasyon A.Ş.

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any claims for any right or indemnity against Kuzey Kıbrıs Turkcell.

4.30. The SUBSCRIBER agrees in advance that Kuzey Kıbrıs Turkcell may, where it deems necessary, disclose information about the SUBSCRIBER to the relevant authorities and agencies in accordance with the applicable laws, acts and regulations in order to prevent the misuse of its GSM network and generally, the mobile communications systems. Kuzey Kıbrıs Turkcell shall make efforts to take any and all reasonable measures and precautions in order to prevent the SUBSCRIBER's misuse of its GSM network and/or the mobile communications systems. In the event it is detected that the line, for which subscription is established, or at least one of the other existing lines with Kuzey Kıbrıs Turkcell of the SUBSCRIBER is misused; Kuzey Kıbrıs Turkcell may disable such line and/or all lines of the SUBSCRIBER for one-way or two-way calls and/or disable the lines entirely.

4.31. Kuzey Kıbrıs Turkcell shall be entitled to fulfill certain obligations that arise out of this agreement through the agency of Turkcell Group Companies and/or the respective business partners thereof and/or authorize such companies for the fulfillment of such obligations thereof.

4.32. Kuzey Kıbrıs Turkcell may offer its subscribers the services of Turkcell Group Companies and/or the respective business partners thereof and act as an intermediary for the collection of the charges of and/or for the sales of such services on behalf of Turkcell Group Companies and/or the respective business partners thereof and ensure that such charges are reflected on the invoices of the SUBSCRIBER as issued by Kuzey Kıbrıs Turkcell.

4.33. Kuzey Kıbrıs Turkcell may arrange for a certain portion and/or all of the services offered to the SUBSCRIBER to be sold and/or the charges of the same to be collected through the agency of Turkcell Group Companies and/or the respective business partners thereof.

4.34. In the event the SUBSCRIBER switches its line from a postpaid package to a prepaid package or vice versa, this agreement and the provisions hereof shall be valid and effective in exactly without the need for the issue and execution of another agreement.

5- FINANCIAL PROVISIONS

5.1. The SUBSCRIBER shall be obliged to fully and entirely pay, no later than the payment due date specified on the invoice issued, any and all charges of the services rendered by Kuzey Kıbrıs Turkcell, including but not limited to the fixed charge, call charge, subscription charge, package charge, connection charge, detailed (itemized) invoice charge, line installation charge, line activation/de-activation charge, SIM card replacement charge, promotion charge, extra service charges and international roaming charges, as well as the sums that could arise in the event the amounts and/or the rates of the applicable taxes, duties, fees and/or other similar financial liabilities are revised or any new tax, duty, fee and/or a similar financial liability is introduced under the actions of the competent authorities and/or the applicable laws, acts, codes and/or regulations that are in force. In respect of prepaid lines; any and all taxes, duties and fees, license charges and usage charges may be collected from the initially loaded balance credits/TRY amounts.

5.2. Kuzey Kıbrıs Turkcell shall charge the extra services other than the aforementioned services to the respective SUBSCRIBERS at the rates that are specified as tariffs.

5.3. Kuzey Kıbrıs Turkcell shall issue the SUBSCRIBER an invoice for each line separately. Each SUBSCRIBER shall pay the full amount of each monthly invoice at once as specified. The SUBSCRIBER shall be obliged to pay the amount of each monthly invoice irrespective of whether or not such invoice is received at the respective address. The SUBSCRIBER may obtain the invoice details from Kuzey Kıbrıs Turkcell through alternative service channels (Call Center - 444 0 533, SMS etc.) and/or at the locations provided by SUBSCRIBER. The SUBSCRIBER hereby agrees that any service, which may have been rendered in the past periods but not been charged, may be charged as a part of the invoices of subsequent periods or in the form of separate invoices. In the prepaid line system, such charges shall be deducted as of the initially loaded credits/ TL amounts. The SUBSCRIBER shall pay the full amount of each monthly invoice as specified by Kuzey Kıbrıs Turkcell. In the event the SUBSCRIBER, who has a Tariff/Package subscription, fails to pay 3 (three) invoices; legal proceedings shall be initiated against the SUBSCRIBER on account and in respect of such outstanding invoices. In the event the Tariff/Package has not been canceled by the SUBSCRIBER and the Tariff/Packages charges have been reflected on the

invoices even if any usage under the Tariff/Package subscription has not taken place; the SUBSCRIBER shall be obliged to pay such charges.

5.4. The SUBSCRIBER may select one of the tariffs and/or packages offered by Kuzey Kıbrıs Turkcell at the beginning of the subscription, and may subsequently switch to any other tariff and/or package at its discretion, either in writing or verbally, in accordance with the criteria set. Kuzey Kıbrıs Turkcell may, where it deems necessary, revise the tariffs. The revisions in tariffs introduced by Kuzey Kıbrıs Turkcell shall be accessible by the SUBSCRIBER at www.kktcell.com.

5.5. The SUBSCRIBER shall select one of the tariffs offered by Kuzey Kıbrıs Turkcell at the beginning of the Subscription. Otherwise; the line assigned to the SUBSCRIBER shall be enabled for usage at the rates of the packages and/or tariffs, which are current and offered by Kuzey Kıbrıs Turkcell as of the date of execution of the Agreement. In the event the package and/or tariff selected by the SUBSCRIBER is cancelled or retracted; Kuzey Kıbrıs Turkcell shall inform the SUBSCRIBER of such cancellation or retraction and shall transfer the SUBSCRIBER to another package and/or tariff with such terms and conditions that are closest to those of the package and/or tariff originally selected by the SUBSCRIBER. Kuzey Kıbrıs Turkcell may revise its packages and/or tariffs and prices, and shall announce any such revision in advance to the SUBSCRIBER in accordance with the applicable laws, acts, codes and regulations and/or License Agreements. Also, the SUBSCRIBER may obtain information about the packages and/or tariffs through the relevant service channels.

5.6. Kuzey Kıbrıs Turkcell may take actions in relation to any request, which may have been communicated by the SUBSCRIBER via SMS, call center, customer services and/or the website of Kuzey Kıbrıs Turkcell and/or the 'cep hesabim' application facility in relation to the commencement, modification and/or cancellation of the service, and which it may consider appropriate. In such cases, the records of Kuzey Kıbrıs Turkcell shall constitute and be considered conclusive and valid records.

5.7. Kuzey Kıbrıs Turkcell shall issue detailed (itemized) invoices to the respective SUBSCRIBERS upon a request filed at the time of subscription and as provided within the Agreement or upon any subsequent request. The issue of detailed (itemized) invoices is a service that is subject to extra charge.

5.8. Invoice amounts shall be paid through such methods that are determined and specified by Kuzey Kıbrıs Turkcell through such as contracted banks, entities and designated locations as announced by Kuzey Kıbrıs Turkcell.

5.9. The SUBSCRIBER may, at its discretion, pay the monthly service charges via credit card by way of placing a direct debit mandate. If it chooses to do so; the SUBSCRIBER shall be obliged to furnish Kuzey Kıbrıs Turkcell with the full and complete details of the credit card, on which the payment is to be charged, at the time of the execution of the Agreement. The liability for any consequences that could arise out of the expiration of the designated credit card, failure in the provision of the up-to-date details of the designated credit card or the relevant credit card does not have sufficient funds at the time of the charging, shall be borne by the SUBSCRIBER; and Kuzey Kıbrıs Turkcell shall not have any liabilities whatsoever for any disruption that could occur in relation to the payments to be made via credit card. Similarly; in the cases where the payments are made by way of a direct debit mandate placed by the SUBSCRIBER to its bank, it shall be the responsibility of the SUBSCRIBER to cancel any such direct debit mandate. In the cases, where the line has been canceled, it shall be the obligation of the SUBSCRIBER to notify its bank of such cancellation even if the line is not registered in the name of the SUBSCRIBER, and the SUBSCRIBER shall be solely liable for any consequence that could arise out of its failure to do so, and Kuzey Kıbrıs Turkcell may not be held liable for any matter provided herein in any manner whatsoever.

5.10. Kuzey Kıbrıs Turkcell shall be entitled to initiate legal proceedings for the collection of any invoice amounts that have become due and payable hereunder and have not been paid. In the event of the initiation of legal proceedings; the SUBSCRIBER shall be obliged to

Customer Name/Surname :

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pay any and all associated costs and expenses, including the interest accrued and the attorney's fees, in addition to the principal amount payable.

5.11. In the event the SUBSCRIBER delays payment of any invoice, Kuzey Kıbrıs Turkcell shall apply interest on a daily basis for each day of delay. The applicable interest rate shall be the monthly rate of 3.90% and/or the rate specified within the invoice (including the VAT) unless specified otherwise within the invoices issued to the SUBSCRIBER, and the amount of interest that accrues for each month shall be indicated within the invoice issued for such month and be charged and claimed from the SUBSCRIBER. Kuzey Kıbrıs Turkcell shall be free to revise the applicable interest rate, which it shall announce within the invoices issued thereby, on its website or through the media. In that case, the revised interest rate shall become effective and applicable as of the time of announcement, and the SUBSCRIBER shall not be entitled to raise objection on such revision and/or the SUBSCRIBER agrees in advance to any such interest rate revision.

5.12. The invoice amount to be paid by the SUBSCRIBER is the monthly amount payable that remains after the deduction of any amounts of interim payment and, if any, the amended amount.

5.13. The SUBSCRIBER hereby agrees and warrants that, in the event of any duplicate payment, any amount paid in excess shall, primarily, be applied for the payment of any outstanding amount payable related to any past period, if any, and if the payment has been made in cash, the remaining amount shall be refunded in cash within 15 days or by way of deduction from the invoice, which is to be issued for the month that follows the relevant month, at the option of the SUBSCRIBER, and further agrees and warrants that, should it not receive any invoice, it shall obtain the relevant invoice details from the contracted banks and/or entities of Kuzey Kıbrıs Turkcell as announced thereby, through the agency of which the invoice amounts can be paid, and shall pay the relevant invoice amount and it shall not be entitled to any objection on such account. In the case of Prepaid Lines, payment of the relevant outstanding amount shall be refunded to the line of the SUBSCRIBER in the form of credits/TRY.

5.14. In the event the SUBSCRIBER fails to pay the amounts payable within the periods specified by Kuzey Kıbrıs Turkcell; its line shall and/or may be disabled for calls upon the expiration of such period. In the event the amount of the invoice issued for any month fails to be paid by the relevant payment due date, Kuzey Kıbrıs Turkcell may also disable the other Kuzey Kıbrıs Turkcell lines of the SUBSCRIBER in addition to the line, the invoice amount of which has failed to be paid. In the prepaid line system; the SUBSCRIBER agrees that, should it load credits/TRY to its line within the usage periods, which are announced thereby in advance through various channels and media, its line may be disabled for usage primarily on a temporary basis and subsequently on a permanent basis.

5.15. Kuzey Kıbrıs Turkcell reserves the right to restrict the services offered through digital channels (Internet, kiosk, customer services etc.) in the event it detects any malicious usage in respect of the invoice payments or credit loading conducted through such channels.

6- FAIR USAGE POLICY

The fair usage policy of Kuzey Kıbrıs Turkcell has been designed to enable the mobile Internet, audio and SMS facilities to be used in the most efficient manner. In cases where it is established that the mobile Internet, audio and SMS usage of subscribers affect the service quality adversely, which, in turn, adversely affects the connection speed of other Subscribers or is contemplated to be likely to adversely affect the same; Kuzey Kıbrıs Turkcell reserves the right to limit the bandwidth, to temporarily disable, disable and/or enable the line of any such Subscriber, whose usage leads to such impacts.

7- DURATION OF CONTRACT

The duration of this Agreement is the period between the date of execution and the end of the relevant calendar year. However; unless either of the parties terminates this Agreement it shall be renewed and remain in force under the same terms in the subsequent calendar years.

8- TERMINATION OF CONTRACT

8.1. Any party, who fails to fulfill its obligations set forth herein, shall have acted in breach of this Agreement, in which case the other party may terminate this Agreement.

8.2. In the event, after the execution of the Agreement, the subscription is not accepted by Kuzey Kıbrıs Turkcell following the conduct of an

investigation thereby and the Agreement is terminated the charges that may have, by then, collected in advance from the SUBSCRIBER shall be refunded after the deduction therefrom of the charges of the services that may have, by then, already been rendered and the associated tax/cost amounts. **The SUBSCRIBER may not file any claims under any reference whatsoever against Kuzey Kıbrıs Turkcell other than for such amount.** In order for the relevant amount to be refunded; such amount shall be deducted from the first invoice issued for the SUBSCRIBER and the invoice amount that could remain after such deduction shall be collected. In the event the amount paid in advance is more than the amount of the first invoice, the amount in excess shall be returned to the SUBSCRIBER. However; in the event the Agreement is terminated for just cause by Kuzey Kıbrıs Turkcell within a period of one month following the execution of the Agreements, the amounts collected in advance from the SUBSCRIBER shall not be refunded. The SUBSCRIBER may terminate this Agreement by way of sending its written request for the termination of its subscription to Kuzey Kıbrıs Turkcell. However, in that case, the SUBSCRIBER shall be obliged to pay any and all amounts payable even if it terminated this Agreement. Kuzey Kıbrıs Turkcell shall take the necessary action within 3 business days following its receipt of such request, and shall, within the same period, notify the SUBSCRIBER of the termination of the Agreement via phone or another method of telecommunication. In the event any amount payable by the SUBSCRIBER arises throughout the period between the filing of the request for termination and the actual termination of the Agreement; such amount shall be collected from the SUBSCRIBER through the website or at the payment points. In such case, where any amount is to be returned to the SUBSCRIBER; such amount may be returned by way of transfer to the SUBSCRIBER's account.

8.3. In the event the line assigned to the SUBSCRIBER is not used at all for 3 (three) months as of the date of assignment and/or in the event of any outstanding and/or unpaid invoices related to the usage of the SUBSCRIBER, upon the expiration of a period of 3 (three) months; Kuzey Kıbrıs Turkcell may unilaterally terminate the Agreement without the service of any notice or notification to the SUBSCRIBER and/or cancel the line, in which case the foregoing provisions shall apply.

Further details on the usage and the life cycle of prepaid lines are available on www.kktcell.com.

8.4. Independently of the rights to termination granted to Kuzey Kıbrıs Turkcell within the other articles of this Agreement; Kuzey Kıbrıs Turkcell shall be entitled to unilaterally terminate the Agreement to be effective immediately by way of advising the SUBSCRIBER of such termination and reserving its rights that arise out of the law and the Agreement in the event the SUBSCRIBER acts in breach of the provisions of this Agreement and/or the applicable laws, acts, codes and regulations or on account of the reasons set forth within Clause 9.5 or in the event of any practice or usage by the SUBSCRIBER that precludes or constrains the rights to communication of other SUBSCRIBERS or that are fraudulent or that constitute abuse of subscription and that so leads to risks of loss for Kuzey Kıbrıs Turkcell or that leads to damages to the network and the systems of Kuzey Kıbrıs Turkcell (sending of SMS messages or making of calls by way of the use of a machine, loading software programs to the SIM Card).

8.5. In the event the SUBSCRIBER acts in breach of all and/or any of its obligations as set forth herein and/or violates any article hereof, Kuzey Kıbrıs Turkcell shall be entitled to unilaterally terminate this Agreement to be effective immediately. In that case, any other line registered for the name of the SUBSCRIBER shall also be disabled for usage. In any such case, the GSM line of the SUBSCRIBER shall be disabled for usage immediately. **The SUBSCRIBER shall be obliged to fulfill its obligations and liabilities and pay the amounts payable to Kuzey Kıbrıs Turkcell until the date of termination.**

8.6. In the event it is discovered that the SUBSCRIBER has caused any action taken in relation to its GSM line by way of fraud or collusion in order to have its certain intentions, which are not in compliance with the applicable laws, acts, codes and regulations, met; any agreements

K.K.T.C. 90 NOVA (Gönyeli)
Tel: 0533 841 90 74

Customer Name/Surname :

Subscriber's signature :

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related thereto may be deemed null and void, and Kuzey Kıbrıs Turkcell shall be entitled to unilaterally terminate this Agreement at any time to be effective immediately. The SUBSCRIBER shall not be entitled to file any claims for any right or indemnity on such account. Kuzey Kıbrıs Turkcell reserves the right to claim indemnity for any loss and damage it could sustain in that case on such account.

9- MISCELLANEOUS TERMS

9.1. In the event the amount of the invoice for any month is not timely paid, Kuzey Kıbrıs Turkcell may disable the line of the SUBSCRIBER. However; Kuzey Kıbrıs Turkcell shall not be obliged to cancel the line or consider the Agreement terminated and such channels, through which services, the charges of which have not been paid for 6 months, shall be valid as of the date of execution of the Agreement, and Kuzey Kıbrıs Turkcell may wait for the outstanding invoice(s) to be paid. Kuzey Kıbrıs Turkcell shall be entitled to charge monthly usage charges throughout the said period and also charge the Package and/or Tariff charges, if applicable, for a period of 3 months. However, this Agreement shall become terminated automatically upon the expiration of the period of 6 months following the payment due date of the first invoice that is outstanding. However; should Kuzey Kıbrıs Turkcell so wish, it may terminate this Agreement by way of serving a one month written notice to the SUBSCRIBER without awaiting for the said period to expire.

9.2. Kuzey Kıbrıs Turkcell shall conduct the transactions that SUBSCRIBER may request, using the Super Code, which Kuzey Kıbrıs Turkcell shall provide the SUBSCRIBER, and that Kuzey Kıbrıs Turkcell may determine. **The SUBSCRIBER hereby agrees and represents that it shall be responsible for any and all transactions conducted using its code and that any and all such transactions have been conducted with its consent.** The SUBSCRIBER may not hold Kuzey Kıbrıs Turkcell liable for any issue that could arise out of the SUBSCRIBER sharing its code with third parties and any consequence thereof in any manner whatsoever.

9.3. Kuzey Kıbrıs Turkcell shall enable the SUBSCRIBER to access the customer services via the interactive voice response system, which the SUBSCRIBER may access by dialing 444 0 533, and also enable it to reach certain necessary information and to conduct certain technical operations and transactions on www.kktcell.com. Kuzey Kıbrıs Turkcell to the extent it is appropriate may make novel technologies that could emerge in the future available for the SUBSCRIBER. The SUBSCRIBER shall not be entitled to request new technologies other than the channels already offered thereto for the purpose of the provision of customer services, and hereby agrees and represents that the subscription transactions and/or any and all other transactions conducted thereby through the channels that have been made available shall be subject to this Agreement.

9.4. Unless the SUBSCRIBER requests otherwise, Kuzey Kıbrıs Turkcell shall keep the prepaid lines enabled for international calls and international roaming so that the lines can be used for calls and use the roaming facility abroad, excluding the Republic of Turkey. Unless requested otherwise, Prepaid Lines shall be disabled for international roaming abroad, excluding the Republic of Turkey. In any case and under any circumstances, Kuzey Kıbrıs Turkcell reserves its right not to apply the provisions of this article for certain subscribers, and the SUBSCRIBER hereby agrees, represents and warrants in advance that, in any such case, it shall not file any claims against Kuzey Kıbrıs Turkcell.

9.5. Kuzey Kıbrıs Turkcell reserves the right to fulfill a limited number of requests for a subscription, to deny subscription applications or to unilaterally terminate the Agreement by way of advising the SUBSCRIBER of such termination or to temporarily disable the line for communication unless proven otherwise, to deactivate the line or if the line in question is a new line, not to activate the line, to require Interim Payment, Advance Payment or Security Deposit in the event it detects, at the time of the issue of the Agreement, that the documents and information provided by the SUBSCRIBER are incomplete, forged or false and/or inaccurate and/or invalid or untrue information has been provided or that the SUBSCRIBER is black-listed or the subscription has been constituted for malicious intentions and/or for commercial purposes and/or for the purpose of deriving profit, that such large number of lines that could lead to collection risk have been requested and/or are being used, that the service provided or the campaign, in

the scope of which the relevant line falls, is used for other purposes than communication or as a consequence of an assessment, which Kuzey Kıbrıs Turkcell could conduct by applying to the relevant competent authorities in order to check and verify the accuracy of the personal information and documents provided by the SUBSCRIBER through the course of its application. In the event of the termination of the Agreement, Kuzey Kıbrıs Turkcell shall disable the line that has been assigned and allocated to the SUBSCRIBER. This shall be at the sole discretion of Kuzey Kıbrıs Turkcell.

9.6. **By executing this Agreement, the SUBSCRIBER grants its consent for any and all personal data thereof to be shared by Kuzey Kıbrıs Turkcell with Turkcell Group Companies and the respective business partners thereof and to be processed for the purpose of the provision of the relevant services and/or the better provision of services and/or the enabling of the SUBSCRIBER to benefit from the advantages offered.**

9.7. **Kuzey Kıbrıs Turkcell hereby warrants that it shall comply with the service quality criteria set forth under the applicable regulations.**

10- NOTIFICATIONS

In the event of any change to the respective address of either of parties is not advised in writing to the other party; any and all notices and notifications shall be sent to the respective addresses of the parties as specified herein. In the event of any change in the designated communication channels for notices and notifications, the communication channel that has been most recently updated by the SUBSCRIBER shall be applicable.

11- COUNTERPARTS

This Agreement, of which the front page hereof constitutes an integral part, is issued in 2 counterparts, one of which is given to the SUBSCRIBER.

12- RECORDS OF KUZEY KIBRIS TURKCELL

Any dispute that may arise between the parties shall be addressed and resolved on the basis of the records of Kuzey Kıbrıs Turkcell.

13- SETTLEMENT OF DISPUTES

In the event any dispute arises between the parties out of the enforcement of this Agreement, and Kuzey Kıbrıs Turkcell and the SUBSCRIBER fail to reach a settlement on such dispute, such dispute shall be governed by the Law of TRNC and be submitted to the competent jurisdiction of the District Courts of the Turkish Republic of Northern Cyprus. The parties hereby agree that, in the case where the SUBSCRIBER is not resident in TRNC, moves its residence to another country from TRNC or is resident in another country, any dispute that could arise out of the payment obligations hereunder shall, in accordance with the General Principles of Law, be submitted to the jurisdiction of the Enforcement Offices and Courts seated at the location, where the debtor/SUBSCRIBER resides.

This is the English translation of the 2020/2 version of the Subscription Agreement and is merely for review and in any case the up to date Turkish Agreement supersedes this translation and is the Agreement which will be signed and legally binding.

FATMA CAVUS
K.K.T.C. 90.NOTERİ (Görevli)
Tel:0533 84) 90 74
30/12/2020

Customer Name/Surname :

Subscriber's signature :

Ceviri: Melis Ünal Ersan
Hattas

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