

Terms and Conditions for the Use of the "Corporate Account" Service

BEFORE ACCESSING AND USING THE WEB APPLICATION, PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING AND USING THE APPLICATION, YOU CONFIRM YOUR CONSENT TO USE THE SERVICE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

1. GENERAL CONDITIONS

1.1. The terms and conditions of use of the "Corporate Account" service (hereinafter the "Conditions") aim to regulate the use of the additional communication service - "Corporate Account" (hereinafter the „Service” through the web application accessible on <https://contcorporativ.moldcell.md>, Corporate Account menu.

1.2. By using the web application, the Subscriber confirms his/her acceptance of these Conditions.

1.3. The service is available for legal entities using any Moldcell tariff plan.

1.4. The provider reserves the right to any time, at its sole discretion, modify and/or cancel, temporarily or permanently, the Service (or any part thereof), informing the subscriber about it on the www.moldcell.md web page in the relevant section. The provider is not responsible for any modification, suspension or discontinuance of the Service in relations with Subscriber and/or any third party.

1.5. In case of breach of these conditions by the Subscriber, access to the Service may be suspended and/or blocked by the Provider, without prior notice to the Subscriber and without payment of any compensation to the Subscriber.

1.6. Other relationships between the Provider and the Subscriber, not provided for in these Terms and Conditions, shall be governed by the Subscription Agreement signed between the Provider and the Subscriber.

2. DEFINITIONS

2.1. **Corporate Account Service** – an additional communication service for subscribers of IM "Moldcell" SA, which enables them to monitor and manage the corporate account through the web application available on the Internet address <https://contcorporativ.moldcell.md>, Corporate Account menu.

2.2. **Provider** - the provider of electronic communications services IM "Moldcell" SA.

2.3. **Subscriber** - legal entity that has concluded a Contract with the Service provider and uses the "Corporate Account" Service under these Conditions.

2.4. **Instruction** (hereinafter "**Help**") is an electronic document placed in the web application "Corporate Account", which describes the procedure of Service usage.

2.5. **Subscriber's Request** is a written request containing the stamp and the signature of the company's manager or its representative by proxy.

2.6. **Login** - a phone number belonging to the Subscriber, used for registration as Service user and for the use itself.

2.7. **Secret password** is a combination of a minimum 6 and maximum 20 letters of the Latin alphabet (without diacritics) and/or numbers, used for authentication, to prove the identity and to get permission or access to information for the Subscriber. The password is used as a security measure against the unauthorized access to data. The Subscriber is responsible for password usage, and the Provider bears no responsibility for the unauthorized access to the Service by third parties.

3. DESCRIPTION AND POSSIBILITIES PROVIDED BY THE SERVICE

3.1. The service is used by the Subscriber by means of the application available on the address <https://contcorporativ.moldcell.md>, Corporate Account menu.

3.2. In order to use the Service after signing the Request, the Subscriber must register on the page (<https://contcorporativ.moldcell.md>) by filling in the form. The Subscriber is responsible to provide accurate information.

3.3. Access to the Service is limited and can be performed only by Moldcell subscribers, using the login and the password received from the Provider during the registration – authorization for the use of the Service.

3.4. Access to the Service is subject to prior registration and acceptance of Conditions by the Subscriber, after filling in correctly all data required for registration. The Subscriber agrees that the Provider may cancel the registration requests if it is found that the Subscriber provided false information or uses the Service in a wrong manner compared with normal use and/or violates these Terms and Conditions.

3.5. The Subscriber is responsible for ensuring confidentiality of data for connecting to the Service (login and password) and account information obtained by using the Service and is fully responsible for all activities that occur following the use of such data.

3.6. By accessing the account and using the password, the Subscriber is responsible for all actions related to their use. The Provider bears no responsibility for any errors arising from Subscriber's negligence with regard to the Security and Confidentiality of the login and the password. The subscriber is not entitled to authorize another person to use its information for authentication - the login and the password.

3.7. The service is provided via an information system with limited access. The Provider is entitled to remove any attempted fraud by restricting the access of the accounts of users that attempt to commit fraudulent actions. Any access to the system and/or the Service, by using a login/password not allocated to the Subscriber, by unauthorized removal of restrictions on access, by using the system accessing the limits of authorizations and by other methods, will be considered a fraud attempt.

Thus, the Subscriber's access will be restricted if the Subscriber enters a wrong password three times consecutively, and a new password will be requested by sending an SMS message to the short number 1234 not more than 3 times on the same day.

4. EXCLUSION OF SOME PROVISIONS OF THESE CONDITIONS

4.1. If the Provider excludes some provisions of these terms and conditions, other provisions of Terms and Conditions shall remain in force.

5. LIMIT OF PROVIDER'S RESPONSIBILITIES

5.1. The Subscriber understands and accepts that the Provider is not liable for any negative consequence of the misuse of the Service, as well as for illegal accessing of the Service by third parties in cases when subscriber does not keep confidentiality of password. .

5.2. The Subscriber understands that the Provider has the right to set limits for Service usage. The Provider is not responsible for any delay in providing the information requested within the Service.

5.3. The Subscriber understands and agrees that the Provider has the right to modify these Conditions at any time. The Provider reserves the right to periodically amend the charges for services provided through the "Corporate Account" application. Changes will be accepted in accordance with applicable law.

5.4. Provider as a recommendation offers the information related to technical part of Service.

5.5. The provider is not liable for any direct or indirect damage, including, without limitation, any special, incidental damage, losses or expenses arising in connection with the Service or the use thereof, the inability to use the Service by any party in connection with any failure or error, interruption, delay in operation or transmission, computer virus or system failure or any damage caused by the incapacity of the Subscriber to use or to use the Service as a result of errors, interruptions, delays during work or data transfer, file deletion, or defect.

5.6. The Service may contain links and references to other sites. Any website is provided only for convenience and the Company is not responsible for the content of such sites.

5.7. If the Provider has sufficient reason to believe that the Service is used for illegal purposes, the Provider can block the Subscriber's access to the Service unilaterally.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.1. These conditions are binding for all Subscribers that intend to use the Service.
- 6.2. The Subscriber guarantees not to use the Provider's Service for purposes, which can directly or indirectly cause any damages to third parties. In such cases, the Provider has the right to block the provision of the Service to the Subscriber without any explanation.
- 6.3. The provider has the right to carry out maintenance and repair works, temporary suspending the Service, without notice.
- 6.4. The Provider reserves the right to improve and modify this Service at any time at its discretion, operating with changes described in these Conditions.

7. ENTRY INTO FORCE AND TERMINATION

- 7.1. After getting acknowledged with these Conditions, the Subscribers confirms their acceptance, by pressing the "Enter" button on the Service's login page. If the Subscriber does not accept the conditions, he/she will not press "Enter" on the authorization page.
- 7.2. These conditions become effective from the time of their acceptance by the Subscriber, as specified in Section 3.2. of these Terms and Conditions and may be revoked in accordance with the provisions of these Terms and Conditions.
- 7.3. The subscriber is entitled at any time to refuse usage of the Service. For this purpose, the Subscriber shall submit a request, stamped and signed by the administrator or representative of the Subscriber.
- 7.4. The provider has the right to suspend or block the Subscriber's access to this Service if the Subscriber causes damage to the Provider, other Subscribers and/or third parties by using the Service, and/or if the Subscriber violates these Terms and Conditions of service and the legislation in force.

8. PROTECTION OF THE SUBSCRIBER'S PERSONAL INFORMATION

- 8.1. Throughout the use of the Service, the Subscriber's information is kept in confidence.
- 8.2. The Subscriber undertakes to keep confidentiality of the password for access to the Service's web application, to avoid unauthorized access of third parties and causing of any undesirable consequences. The subscriber is not entitled to authorize other persons than those mentioned in the request to use the web application and provide the secret password to third parties, and is responsible for any use of the web application by it (the Subscriber) and the persons to whom he/she allowed to use or access the web application. The provider is not responsible and does not compensate the Subscribers for the losses caused because of unauthorized use of the Service.
- 8.3. In the event of loss of the password for access to the service, the Subscriber can send an SMS with any content to a short number notified by the Provider in order to get a new password, in line with the recommendations described in "Help" guidelines.

9. PARTICULARITIES OF SERVICE USAGE

- 9.1. Through the web application, the Subscriber has the possibility and the right to:
 - view the account status and the payment history,
 - set (activate/deactivate) Internet services, international calls, Roaming, according to Company's Terms and Conditions.
 - block/unblock the numbers registered for the legal entity.
 - to restore and unlock the SIM card;
 - set the credit limit;
 - require detailed invoice delivery via email;
 - request the account balance from the email account;
 - request the verification report;
 - view the history of reports
 - check the request status

10. TECHNICAL CONDITIONS

10.1. The access to the Service and its use by the Subscriber depends on a number of technical conditions (work of the electronic communication network, etc.), which is partially beyond the control of the Provider. If the service is unavailable for some reason, the Provider undertakes to remove the problem within a reasonable time.

10.2. The provider is not responsible for the Service compatibility with the data, the programs, settings and other hardware and software resources of the Subscriber. In particular, the Provider does not bear liability for the costs incurred by the Subscriber for the failed Service records. The Provider is not responsible for the interruptions in the provision of the Service caused by any failure of the Subscriber's equipment. The provider is not liable for any direct or indirect damage suffered by the Subscriber during the use of the Service because of defects in equipment or loss of Subscriber's data.

10.3. The Provider does not guarantee uninterrupted or error free use of the Service or that the materials accessible at the Corporate Account service will be error-free, etc. Moldcell is not responsible for any damage suffered by the Subscriber by use of informative data of the Service.

10.4. In case of force majeure and in case of failure of software/hardware resources of the third persons cooperating with the Provider or in the event of actions of third parties that lead to suspension of the Service, the Provider may stop providing the Service without prior notice to the Subscriber.

11. FINAL PROVISIONS

By using the Service, the Subscriber confirms acceptance and understanding of these Conditions.