

"APPROVED"

By the decision of the Sole Participant
TOO "Oson Payments"
dated May 20, 2024

"AGREED"

Director of Oson Payments LLP (Oson
Paymants)
Order dated May 20, 2024

**RULES OF THE PAYMENT ORGANIZATION -
OSON PAYMENTS LIMITED LIABILITY PARTNERSHIP
REGARDING SERVICES FOR THE ACCEPTANCE AND PROCESSING
OF PAYMENTS MADE USING ELECTRONIC MONEY**

Almaty, 2024

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I. General Provisions

1.1. These Rules for the Activities of the Payment Organization - Limited Liability Partnership "Oson Payments" (Oson Payments) in relation to services for the acceptance and processing of payments made using electronic money have been developed in accordance with the Law of the Republic of Kazakhstan "On Payments and Payment Systems" dated July 26, 2016 No 11-VI, the Rules for the organization of the activities of payment organizations, approved by the Resolution of the Board of the National Bank of the Republic of Kazakhstan dated August 31, 2016 No. 215, the Rules for the Issue, Use and Redemption of Electronic Money, as well as Requirements for Electronic Money Issuers and Electronic Money Systems in the Territory of the Republic of Kazakhstan, approved by the Resolution of the Board of the National Bank of the Republic of Kazakhstan dated August 31, 2016 No. 202 and other regulatory legal acts of the Republic of Kazakhstan.

1.2. The Rules determine the uniform conditions (rules) for the provision of payment services by the Operator, subject to the availability of a registration number assigned by the National Bank of the Republic of Kazakhstan, for the acceptance and processing of payments made using electronic money.

1.3. The Operator may expand the types of payment services provided in the manner prescribed by the legislation of the Republic of Kazakhstan. For each individual service, the Operator approves separate internal rules.

1.4. The Rules are binding on all Participants. Each of the Participants guarantees to the other Participants that it has legal capacity and capacity, as well as all the rights and powers necessary and sufficient to join the Rules, as well as to fulfill obligations in accordance with all its terms.

1.5. The Rules are adopted by the Participants by joining as a whole in the manner prescribed by the Rules.

1.6. The Rules are published on the Operator's website at www.oson.kz.

1.7. All Members are obliged to comply with the Terms and Conditions, except for the conditions which, by agreement between the Operator and the Participants, are not applicable to their legal relationship or when the terms of the contracts concluded between them provide otherwise. Failure to comply with the Rules may be one of the grounds for termination of participation in OSON of an individual or legal entity that has committed such non-compliance.

1.8. Participants, in case of their accession to the Rules, are responsible for their compliance with their obligations in accordance with the legislation of the Republic of Kazakhstan and the terms of the concluded agreements (including the public offer).

1.9. The Rules do not apply to relations related to the implementation of payments and other transactions using other payment systems, and do not restrict the Participants from participating in them.

1.10. The Operator has the right to make changes and additions to the Rules as necessary by approving and publishing its new version on the Operator's website.

1.11. Participants are obliged to periodically review the information on the Operator's website, including messages about changes and additions to the Rules. At the same time, amendments and additions to the Rules shall be published on the Operator's website no later than ten days before the date of their entry into force, except for changes in relation to the Operator's commission fee, which shall come into force on the date of publication, unless otherwise expressly determined by the Operator.

1.12. Participants are aware that the use of OSON software, products and (or) other services, making payments and other transactions after the date of entry into force of the Rules in the new edition, means their unconditional consent to the changes and additions made.

1.13. The terms of entry into force of the amendments and additions to the Rules may be reduced in case of adoption of amendments and additions to the legislation of the Republic of Kazakhstan and the need for OSON to function in accordance with these amendments.

1.14. The Operator shall ensure that draft contracts (public offer), contract with the Partner and other agreements are posted on the Operator's website. The forms of agreements are approved by the Operator and, if necessary, in agreement with the Partner Banks.

1.15. In case of relations between the Participants that are not regulated by the Rules, the norms

of the legislation of the Republic of Kazakhstan and the terms of the agreements concluded between the Participants shall apply.

1.16. The Operator reserves the right to use any available means to inform Members.

II. Terms and Definitions

2.1. The following concepts are used in the Rules:

Authorization shall mean the Operator's permission for the Client, the Partner to carry out payments and other transactions using Electronic Money through OSON.

Authentication – the process of establishing the Client's authenticity determined by the Operator by verifying the authenticity of the presented identifier (PIN code, login, password, etc.).

Authentication Data – the login and password assigned by the Operator to the Client when registering with OSON.

Partner Bank – a bank, a branch of a non-resident bank of the Republic of Kazakhstan, an organization carrying out certain types of banking operations, with which the Operator has entered into a relevant agreement for the purpose of providing the Payment Service.

Wallet Blocking – a full or partial ban on the use of the E-Wallet and/or Electronic Money.

Monetary means the national currency of the Republic of Kazakhstan and foreign currency.

OSON Operator's website (hereinafter referred to as the Operator's website) is a website located on the Internet at the www.oson.kz address, through which access to OSON is provided.

Event Log – a section in the Participant's personal account containing a chronological record of payments and other transactions made in OSON using Electronic Money and Cash.

Prohibited Goods, Works and Services – goods, works and services, sale, performance and provision of which are expressly prohibited by the legislation of the Republic of Kazakhstan, as well as goods, works and services, sale, performance and provision of which are carried out by the Partner without obtaining a mandatory permit and/or license, required by the legislation of the Republic of Kazakhstan.

Identification is a procedure provided for by the Rules and internal documents of the Operator, which consists in establishing the identity of the identity of the identity of the Participant who is an individual or legal entity specified by the person registered with OSON on the basis of information and documents necessary for identification required by the Rules and the legislation of the Republic of Kazakhstan.

Client identifier in OSON (hereinafter referred to as the identifier) is a series of characters generated during the installation of the OSONTM program on the Client's computer or mobile device, which are the unique name of the participant in OSON, to which all procedures initiated by the Client are linked.

Use of Electronic Money – the transfer of Electronic Money by the Client to another Participant in OSON for the purpose of making payments under civil law transactions and (or) other operations related to the transfer of ownership of Electronic Money.

Application for Identification – an application of an individual for identification in OSON, drawn up in the form established by the Issuer and/or the Operator, to be filled out by the Participant – an individual for the purpose of identification in accordance with the Rules and containing a condition for the conclusion of an appropriate agreement between the Operator and the Participant – an individual, in accordance with the terms of the public offer.

Client – an individual who, in accordance with the legislation of the Republic of Kazakhstan, has full or partial (from the age of 14 with the consent of a legal representative) legal capacity, who is a resident or non-resident of the Republic of Kazakhstan, an individual entrepreneur, a legal entity that is a resident or non-resident of the Republic of Kazakhstan, who has entered into an appropriate agreement with the Operator on the receipt of the Payment Service, and performs actions on the Operator's website, aimed at making transactions with Electronic Money.

Personal Account (hereinafter referred to as the Personal Account) is a personal section of the Client

on the Operator's website/in the Operator's application, through which the Client has access to the relevant functionality of OSON.

Login is a unique sequence of symbols that indicates the conditional name of the Client and is used for his authorization when accessing the Personal Account in OSON.

MCI is a monthly calculation index established for the relevant financial year by the Law of the Republic of Kazakhstan on the Republican Budget.

Exchange Transaction with Electronic Money - operations on the exchange of Electronic Money issued by one Issuer for Electronic Money of another Issuer, provided that both Issuers participate in OSON.

OSON Operator (hereinafter referred to as the Operator) – Oson Payments LLP, a legal entity established and registered in accordance with the legislation of the Republic of Kazakhstan, business identification number 221240035166, which, from the moment of registration as a payment organization with the National Bank of the Republic of Kazakhstan, is authorized to carry out activities for the provision of the Payment Service in the manner provided for by the Rules and agreements concluded between the Participants.

Operational Day – the period of time during which the Client's orders in relation to Electronic Money are accepted and processed.

Password – a unique sequence of characters known only to the Client, intended for access to OSON services.

Partner – an individual entrepreneur or a legal entity (commercial or non-commercial) (branch and representative office), as well as other subjects of civil relations that accept Electronic Money through OSON as payment for civil law transactions on the basis of the relevant agreement concluded by the Partner with the Operator.

Payment Service – a payment service provided by the Operator through OSON for the acceptance and processing of payments made using electronic money.

OSON Terms and Conditions (hereinafter referred to as the Terms and Conditions) – these Terms and Conditions, in accordance with which the Operator provides Payment Services via OSON.

OSON Programme – the OSONTM software used by the Operator, which ensures the operation of OSON and the provision of the Payment Service by the Operator via OSON.

Security Procedure – a set of organizational measures and software and hardware means of information protection designed to certify the Participant's rights to Electronic Money when they perform transactions through OSON.

OSON shall mean a set of software and hardware, documentation, and organizational and technical measures that ensure the provision of the Payment Service by the Operator.

Specialised Account – a specialised bank account with a Partner Bank used by the Operator exclusively for the provision of Payment Services.

OSON Participants (hereinafter referred to as the Participants) are the Partner Bank, the Issuer, the Partner and the Client, who, in accordance with the concluded agreements, have the rights and obligations when making payments and/or transfers of Electronic Money, and/or other transactions through OSON.

Electronic Money shall mean unconditional and irrevocable monetary obligations of the Electronic Money Issuer stored in electronic form and accepted as a means of payment in the Electronic Money System by other Participants.

Electronic message – information recorded in electronic form, allowing to identify its sender, as well as transmitted between the Participants via a secure communication channel when making payments and/or transfers of Electronic Money, and/or other transactions through OSON.

Electronic Money Electronic Wallet (hereinafter referred to as the Electronic Wallet) is a method of accounting and storage of Electronic Money, which ensures its disposal.

Issuer of Electronic Money (hereinafter referred to as the Issuer) – the National Bank of the

Republic of Kazakhstan, the bank and the National Postal Operator (JSC "Kazpost"), which, in accordance with the legislation of the Republic of Kazakhstan, are providers of payment services and have the right to issue and redeem Electronic Money.

2.2. Other concepts in the text of the Rules shall be interpreted by the Participants in accordance with the legislation of the Republic of Kazakhstan.

2.3. The title of the sections of the Rules should not affect the interpretation of the provisions of these sections.

III. OSON Description

3.1. OSON operates as a service, the use of which is carried out on the Operator's website, through the OSON™ mobile application, through the use of OSON software and (or) other technical devices.

3.2. In OSON, you can:

3.2.1. making payments using Electronic Money in favor of Partners who sell goods, perform work and provide services;

3.2.2. making transfers of E-Money using E-Wallets in favor of legal entities and individual entrepreneurs;

3.2.3. implementation of other operations provided for by the Rules, agreements between the Participants, the legislation of the Republic of Kazakhstan.

3.3. The main functionality of the Clients in OSON, after passing the registration procedure, are the following operations carried out in accordance with the Terms and Conditions of the concluded agreement (public offer):

3.3.1. opening of e-wallets;

3.3.2. making payments using Electronic Money for goods, works and services sold, performed and rendered by Partners registered with OSON;

3.3.3. making transfers of Electronic Money in favor of legal entities and individual entrepreneurs;

3.3.4. Exchange Transactions with Electronic Money;

3.3.5. redemption of Electronic Money by exchanging it for Cash;

3.3.6. obtaining information on transactions performed for a period of **no more than five years**;

3.3.7. obtaining reference and other information regarding the functioning of OSON;

3.3.8. other opportunities in accordance with the Rules, concluded contracts (public offer) and the legislation of the Republic of Kazakhstan.

3.4. The functionality of the Issuers in OSON is provided for by the agreements concluded with the Operator and taking into account the payment and other services provided.

3.5. After passing the identification and registration procedure in OSON, partners have the right to perform the following actions in OSON:

3.5.1. open e-wallets;

3.5.2. receive Electronic Money from Customers as payment for goods, works and services;

3.5.3. make transfers of E-Money to E-Wallets;

3.5.4. carry out Exchange Transactions with Electronic Money;

3.5.5. redeem Electronic Money by exchanging it for Cash;

3.5.6. receive reference and other information regarding the functioning of OSON;

3.5.7. carry out other operations in accordance with the concluded agreements, the Rules and the legislation of the Republic of Kazakhstan.

3.6. The list of transactions for these Participants is not final and may be supplemented taking into account the development of OSON and amendments and additions to the legislation of the Republic of Kazakhstan.

IV. Description of the Payment Service provided by the Operator

4.1. Services for acceptance and processing of payments made using electronic money are provided in accordance with the procedure agreed with the Partner Bank, the Issuer and in compliance with the requirements of the concluded agreements and the current legislation of the Republic of Kazakhstan.

4.2. At the time of providing the Payment Service to Customers and Partners, the Operator must have the relevant valid agreements concluded with the Partner Bank and the Issuer.

4.3. The Operator shall post information about the current Partner Bank and the Issuer on the Operator's website.

V. Procedure and terms for the provision of the Payment Service in OSON

5.1. Making payments and transfers of Electronic Money through OSON is carried out by the Participant in accordance with the Terms and Conditions of the agreements concluded between the Operator, the Partner Bank, the Issuer and other Participants.

5.2. The issuance of Electronic Money is carried out by the Issuer after receiving money from Clients – individuals or agents in an amount equal to the nominal value of the obligations assumed, minus the commission fee for the issuance of Electronic Money with the provision of confirmation.

The Issuer shall assume an unconditional and irrevocable monetary obligation to redeem the Electronic Money issued by it in accordance with its nominal value in the national currency of the Republic of Kazakhstan.

The issuer of electronic money shall notify the National Bank of the Republic of Kazakhstan in the manner prescribed by the regulatory legal act of the National Bank of the Republic of Kazakhstan of the commencement of activities on the issuance of electronic money.

5.3. The owners of Electronic Money may be:

- 1) Individuals;
- 2) Agents;
- 3) individual entrepreneurs and legal entities.

The rights of the owner of Electronic Money arise from the moment of receipt of electronic money.

5.4. Making payments (transfers) with Electronic money in OSON

5.4.1. Payments and transfers of Electronic Money through OSON are carried out in accordance with these Rules, agreements concluded between the Participants and the legislation of the Republic of Kazakhstan.

5.4.2. The Operator determines the list of Partners for the Client and has the right to limit it in the amount of payments and the number of transactions made for a certain time, depending on the status of the Client and (or) based on other restrictions listed on the Operator's website.

5.4.3. Payments and other transactions using Electronic Money are made by the Client in favor of the identified Client.

5.4.4. The Client makes payments, transfers and other transactions using Electronic Money through OSON within the limits of the Electronic Money owned by him, including the following operations:

- 1) payments in favor of Partners – payment for goods, works and services;
- 2) transfer in favor of legal entities and individual entrepreneurs.

5.4.5. Payment (transfer) is made by the Client transmitting an order to the Operator through OSON

and subject to compliance with all security procedures against unauthorized access established by the Rules and (or) agreements concluded between the Participants.

5.4.6. Payment (transfer) is made in favor of Partners on the basis of the Client's order transmitted to the Operator, in accordance with the following conditions of payment (transfer):

- 1) the amount of payment (transfer) does not exceed the maximum amount set by the Operator;
- 2) the amount of payment (transfer) with E-Money, taking into account the Operator's commission, does not exceed the balance of E-Money and/or Money belonging to the Client;
- 3) the payment (transfer) was authorized by the Operator;
- 4) the Operator has other data necessary for the execution of the Client's order to make a payment (transfer) to OSON.

5.4.7. In case of refusal to execute the Client's order in relation to Electronic Money, the Operator shall send a message to the Client indicating the reason for the refusal.

5.4.8. Execution of the Client's order to make a payment (transfer) entails a change (decrease in the amount) of the state (balance) of his E-wallet by the corresponding amount and is reflected in the Client's Event Log.

5.4.9. The result of the provision of the service under the agreement (public offer) is the acceptance and processing of the Client's order and the subsequent processing of the payment (transfer) using Electronic Money by the Operator.

5.4.10. When executing the Client's order, the Operator writes off the amount of E-Money specified by the Client from the balance of the Client's E-Wallet and credits it to the Partner's E-Wallet. The Operator also writes off the amount of its commission and other Participants (if any) in accordance with the tariffs for commissions and commission fees of OSON.

5.4.11. When making a payment using OSON, to confirm it, it generates and issues to the Client a check (receipt) for payment (transfer) or another document (in electronic form), an SMS message, an e-mail message.

5.4.12. A check (receipt) for payment (transfer, unless otherwise specified by the Operator), issued to the Client in electronic form OSON, contains the following minimum details:

- 1) the amount of payment;
- 2) time and date of payment;
- 3) serial number of the sales receipt;
- 4) name (code) and individual identification number, business identification number of an individual entrepreneur or legal entity;
- 5) transaction code or other code identifying the payment in OSON;
- 6) identification code of the e-wallet of the owner of the E-Money;
- 7) contact phone numbers of the Operator, including mobile communications.

5.4.13. Transactions on payments (transfers) using Electronic Money from the Client's E-Wallet to the Partner's E-Wallet are carried out through OSON immediately, except for cases of suspension of transactions, or impossibility to carry them out in accordance with the legislation of the Republic of Kazakhstan, internal documents of the Operator.

5.4.14. In case of refusal to execute the Client's order, the Operator sends him a notification indicating the reason for the refusal.

5.4.15. Transactions performed by Participants are certified and recorded by OSON in the Event Log. The data from the Event Log is available to the Participant for viewing and use. The data from such OSON log is available to the Operator and can be used at the request of the Participant to restore the Participant's Event Log in case of loss (deletion) of data by him.

5.4.16. The Operator has the right to suspend or refuse to carry out transactions if the execution of the relevant order of the Client leads to a violation of the requirements of the legislation of the Republic of Kazakhstan, the Rules, internal documents of the Operator and concluded agreements, as well as in the event of suspicious transactions and/or a dispute regarding previously performed unauthorized or erroneous transactions. In case of suspension or refusal to make a payment or other transaction in OSON, the Operator shall immediately inform the Participant, indicating the reasons.

5.4.17. In order to detect and prevent fraud, money laundering and terrorist financing, the Operator shall provide information to third parties about such transactions performed in OSON in the manner prescribed by the legislation of the Republic of Kazakhstan.

5.5. Return of Electronic Money to OSON

5.5.1. Provided that such refund was Authorized by the Operator and/or the Issuer, the return of E-Money to OSON from the Partner's E-Wallet is possible in the following cases:

- 1) in case of erroneous execution of the order in OSON according to the Partner's details (provided that the sender has correctly indicated the Partner's details);
- 2) if the need to cancel a completed payment or transfer was the result of a failure of software and hardware or an error of the Operator, in connection with which the return of E-Money is carried out to the Client's E-Wallet in full of the funds involved in this operation;
- 3) The Partner is obliged to ensure the return of payments under civil law transactions in the manner prescribed by the legislation of the Republic of Kazakhstan, including in the field of consumer protection.

5.5.2. In other cases, the Participant has the right to contact the Operator by sending an application for the return of Electronic Money by electronic message indicating the issue, circumstances and justification (reason) for the need for such a return. The Operator **shall consider the Participant's application within three business days** and, if necessary, request additional information.

Based on the results of the consideration, the Operator sends a response to the application indicating the actions to be taken to return the amount of Electronic Money, or informs about the refusal to carry out a refund operation with an explanation of the reasons for the refusal.

5.5.3. In case the Client (sender of E-Money) makes an error in his/her order to make a payment (in particular, indicating incorrect details of the recipient's E-Wallet) for the return of E-Money, the Customer (sender) must contact the Operator in writing, or by sending an electronic message with the provision of documents identifying the Client (sender) of the transfer and confirming the transaction (payment receipt, receipt or other document).

After that, the Operator notifies the recipient of the Electronic Money about the mistake made by the Client (sender) and the need to return the Electronic Money to this person.

Return of E-Money to the Client (sender) shall be carried out through OSON only on the basis of an order of the recipient of such erroneous payment (transfer) to return E-Money to the Client (sender), and the costs of payment of commissions (if any) during the transfer shall be borne by the Client (sender) who made a mistake in his order.

The Client (sender of E-Money) has the right to independently apply to the recipient of E-Money with a request to return the erroneously sent amount of E-Money. In this case, the issue of payment of commissions (reimbursement of the amount of commissions in connection with the refund) is resolved by the Participants independently by agreement.

5.5.4. In case of termination of a civil transaction between the Participant – Client and the Partner on the grounds provided for by the legislation of the Republic of Kazakhstan, including in case of the Client's refusal from the subject of the civil transaction purchased from the Partner using Electronic Money, and acceptance of such refusal by the Partner, the return of Electronic Money shall be carried out subject to the mandatory observance of the following conditions:

- 1) The Partner and the Client shall submit to the Operator applications for the return of E-Money in hard copy signed by the Customer and the Partner's authorized representative, indicating the reason for such return and the identification number of the Customer's E-

Wallet;

- 2) by the time of receipt of applications from the Partner and the Client for the return of E-Money, the said E-Money has not been issued, redeemed or exchanged by the Partner.

Subject to the above conditions and the grounds in the Partner's and the Client's applications for the return of E-Money provided for in this clause of the Rules, as well as the Issuer's Refund Authorization, if necessary, OSON shall execute the Partner's order (without receiving additional instructions from the Partner for such a transfer) from the Partner's E-Wallet to the Client's E-Wallet within **two business days**. At the same time, The Operator's commission and other commissions (if any) previously withheld when transferring E-Money in favor of the Partner are not subject to refund.

5.5.5. In the event that the need to refund a payment or transfer of Electronic Money was the result of unauthorized access to the Client's E-Wallet, the return of E-Money shall be carried out if such a transaction was performed by a third party after the Operator and the Issuer confirmed receipt by the Operator and the Issuer of the Client's notification of the loss of access to the balance management of the e-wallet belonging to him.

In this case, subject to the Authorization of the Refund by the Issuer, the Operator shall refund the amount of the unauthorized transaction within **two business days** from the date of receipt of the Client's application and the discovery of this fact.

5.6. Exchange Transaction with Electronic Money

5.6.1. The Operator may provide Exchange Transactions with Electronic Money between different Electronic Money systems in the manner prescribed by the legislation of the Republic of Kazakhstan, the Rules and agreements concluded by the Operator with the Issuers.

5.6.2. The Client shall carry out Exchange Transactions with Electronic Money within the limits of the Electronic Money belonging to him/her .

5.7. Redemption of Electronic Money

5.7.1. Upon the Client's presentation of E-Money for redemption, the Issuer shall redeem E-Money by issuing Funds to the Client's bank account by transferring the Funds to the Client's bank account. The methods of presenting E-Money for redemption, except for the compulsory repayment of E-Money, shall be established by the agreement concluded between the Client and the Issuer and/or the Issuer's internal rules in relation to the E-Money system.

5.7.2. Electronic money is considered to be redeemed by its Issuer from the moment of crediting the corresponding amount of money to be transferred to the Client's bank account.

5.7.3. Electronic money is considered to be redeemed by its Issuer from the moment of crediting the corresponding amount of money to be transferred to the Partner's bank account.

5.7.4. When the Partner accepts Electronic Money from Clients as payment for civil law transactions, the Issuer shall repay it in the manner and within the terms established by the legislation of the Republic of Kazakhstan.

5.7.5. Electronic money, the owner of which is an unidentified Client who is an individual, is not subject to redemption by the Issuer.

VI. Restrictions on payments and other transactions established in OSON

6.1. OSON has restrictions for the Client on the amount of payments and other transactions with Electronic Money, according to which the maximum amount of one transaction performed by the Client shall not exceed the amount determined in these Rules, on the Operator's website or communicated by the Operator to the Client in another manner.

The maximum amount of one transaction performed by **an unidentified** Client who is an individual shall not exceed the amount equal to **fifty times the MCI**.

The maximum amount of one transaction performed by a simplified Client who is an individual should not exceed an amount equal to **one hundred times the MCI**.

The maximum amount of one transaction performed by a Client who is a legal entity/individual entrepreneur should not exceed an amount equal to **a thousand times the MCI**.

The maximum amount of electronic money stored on one electronic device of an unidentified Client who is an individual shall not exceed an amount equal to **one hundred times the MCI**.

The maximum amount of electronic money stored on the electronic wallet of a simplified identified Client who is an individual shall not exceed an amount equal to **three hundred times the MCI**.

The total amount of payments and (or) other transactions using Electronic Money from the Electronic Wallet of an unidentified Client – individual during the working day shall not exceed the amount equal to **one hundred times the MCI**.

The total amount of payments and (or) other transactions using E-Money from the E-Wallet of a simplified identified Client who is an individual to the E-Wallet of an identified or simplified Client during a working day shall not exceed an amount equal to **three hundred times the MCI**.

The operator has the right to set other restrictions on the types and amounts of payments in OSON.

6.2. The Operator suspends or refuses to make payments and (or) other transactions in OSON, if the execution of the relevant order of the Client leads to a violation of the legislation of the Republic of Kazakhstan, the requirements of the Partner Bank, the Issuer, the Rules and other conditions established by the agreements, including in the absence of a sufficient amount of Electronic Money in the Client's e-wallet, as well as in case of suspicious transactions and/or a dispute regarding previously performed unauthorized or erroneous transactions.

6.3. The Operator blocks the e-wallet in the following cases:

- 1) receipt of a notification from the Client, including in case of loss, theft or unauthorized use of the E-wallet;
- 2) failure by the Client to fulfill its obligations under the agreement concluded between the Operator and/or the Issuer and the Client;
- 3) performing transactions in violation of the established requirements and conditions for the use of Electronic Money;
- 4) seizure of Electronic Money on the grounds provided for by the legislative acts of the Republic of Kazakhstan;
- 5) a dispute regarding previously performed unauthorized or erroneous transactions;
- 6) on other grounds provided for by the agreement between the Operator and/or the Issuer and Client.

6.4. In order to identify and prevent transactions with Prohibited Goods, works and services, money laundering and terrorist financing and other transactions prohibited by the legislation of the Republic of Kazakhstan, the Operator establishes the nature of legal relations arising between the Participants, on the basis of which the payment or transfer of Electronic Money takes place.

6.5. The Operator shall immediately inform the Client about the suspension and (or) refusal to make a payment and (or) other transaction with Electronic Money, indicating the reasons for them.

VII. Email Messaging

7.1. The exchange of Electronic Messages between the Operator, the Partner Bank and the Participants is carried out in OSON, in the manner and according to the formats of information transfer established by the Operator.

7.2. The Operator develops the procedure for Authentication of Electronic Messages and monitors its compliance.

7.3. Electronic messages shall be drawn up in Kazakh and (or) Russian. The possibility of using other languages when compiling Electronic Messages is established by the Operator.

7.4. When generating and transmitting Electronic messages, the Participants comply with the procedure for protective actions against unauthorized payments established by the concluded agreements between the Participants.

7.5. The Operator, the Partner Bank and the Participants are obliged to ensure the presence of an audit trail in their information systems for all Electronic Messages received and processed by OSON, as well as the storage of sent and received Electronic Messages **for at least five years**, unless another longer storage period is established by the legislation of the Republic of Kazakhstan.

VIII. Commissions and Commissions at OSON

8.1. The procedure for accrual and collection of commissions, accrual and payment of commission fees to certain categories of Participants, within the framework of the functioning of OSON, is determined by the Operator in this section and in accordance with the terms of the agreements concluded with the Participants.

8.2. The amount of commissions and commission fees of the Operator in OSON:

№№	Category	Name of services	tariff
1.	Money transfers	Transfer to Visa and Mastercard cards of banks of Kazakhstan	2% of the amount + 200 tenge
2.	Money transfers	Transfer to Visa and Mastercard cards of foreign banks	3% of the amount + 200 tenge
3.	Cellular	Operators of mobile companies in Kazakhstan	1 % of the amount
4.	Cellular	Operators of mobile companies in the CIS countries	3% of the amount + 200 tenge
5.	Cellular	Operators of cellular companies in non-CIS countries	5% of the amount + 200 tenge
6.	Telecommunications	Payment for services of the fixed telecommunication network of Kazakhstan	1 % of the amount
7.	Telecommunications	Payment for services of the fixed telecommunication network of the CIS countries	3% of the amount + 200 tenge
8.	Telecommunications	Payment for services of the fixed telecommunication network of non-CIS countries	5% of the amount + 200 tenge
9.	Payment for services	Payment for the services of organizations providing services via the Internet, registered in Kazakhstan	2% of the amount + 200 tenge
10.	Payment for services	Payment for the services of organizations providing services via the Internet, registered in foreign countries	5% of the amount + 200 tenge
11.	Payment for services	Payment for the services of Oson app merchants	2% of the amount + 200 tenge
12.	Payment for services via the Internet	Payment for gaming services	5% of the amount + 200 tenge
13.	Payment	Payment for services and goods via QR	2% of the amount + 200 tenge

8.3. The Operator has the right to withhold commissions and commission fees from the Participants under the terms of the concluded agreements, including for the maintenance of OSON, the provision of information and technological interaction services between the Participants when making payments and other transactions in OSON.

8.4. Payment for the services provided by the Operator is made by deducting a commission from the Client by the Operator. The operator has the right to set the amount of commission for each type of payment, transfer and (or) other operation.

8.5. Commissions received by the Operator from Customers are recorded in the Operator's Specialized Account.

8.6. Commissions accrued by the Operator for services provided to Partners are recorded in the

Operator's Specialized Account until the moment of intra-system transfer of Funds to the Operator and (or) other Participants (at the discretion of the Operator).

8.7. The Operator, the Partner Bank and the Issuer have the right to charge an additional commission and/or commission fee from the Client and/or the Partner, provided that the Client and/or the Partner are informed about such commissions and (or) commission fees before they make a payment and (or) other transaction.

IX. Procedure for interaction when a Partner Bank joins OSON

9.1. The Partner Bank joins OSON by entering into a relevant agreement with the Operator on the Partner Bank's participation in OSON and/or other agreements on the provision of services by the Operator to the Partner Bank, the Partner Bank to the Operator, the Partner Bank and/or the Operator to other Participants within OSON.

9.2. The partner bank acquires the rights and assumes the obligations provided for by the legislation of the Republic of Kazakhstan from the moment the relevant agreement comes into force.

9.3. Criteria for participation of a Partner Bank in OSON:

9.3.1. availability of the necessary licenses (permits) to carry out the activities of the Partner Bank in accordance with the requirements of the legislation of the Republic of Kazakhstan;

9.3.2. overall financial stability;

9.3.3. implementation of measures to detect and prevent fraud, legalization of proceeds from crime and financing of terrorism and other transactions prohibited by the legislation of the Republic of Kazakhstan;

9.3.4. ensuring the ability to work in accordance with the OSON technology used by the Partner Bank at the time of the adoption of the Rules;

9.3.5. ensuring security procedures, including when working in OSON;

9.3.6. ensuring bank secrecy.

9.4. Suspension and termination of the Partner Bank's participation in OSON is possible:

9.4.1. at the initiative of the Partner Bank on the basis of its written application;

9.4.2. at the initiative of the Operator in case of violation of the Rules by the Partner Bank, refusal to provide or provide false information to the Operator about its activities and (or) other information and (or) failure to meet the criteria for participation in OSON;

9.4.3. on the grounds provided for by the agreement between the Operator and the Partner Bank.

9.4.4. In the event that the Operator has reason to believe that a Partner Bank will not be able to fully fulfill its obligations, the Operator has the right to suspend activities with the Partner Bank in OSON with the provision of explanations of the reasons for such suspension at the request of the Partner Bank. Notice of such suspension shall be immediately published on the Operator's website.

9.5. Registration of a Partner Bank

9.5.1. Registration of the Partner Bank and assignment of the relevant rights to it is carried out upon conclusion of the agreement and is carried out directly by the Operator in accordance with the terms of the agreement concluded between the Operator and the Partner Bank.

9.5.2. The conclusion of an agreement between the Operator and the Partner Bank is accompanied by the exchange of documents necessary for the establishment of business relations, the list of which is provided for by the internal documents of the Operator and the Partner Bank, agreements and legislation of the Republic of Kazakhstan.

9.5.3. The partner bank and the Operator establish information and technological interaction after the conclusion of the contract.

9.5.4. The Operator, if necessary, shall post information on the accession of the Partner Bank to OSON on the Operator's website, as well as other information in accordance with the Rules, terms of the agreement and the legislation of the Republic of Kazakhstan.

X. Procedure for interaction when the Issuer joins OSON

10.1. The Issuer joins OSON by entering into a relevant agreement with the Operator on the Issuer's

participation in OSON and/or other agreements on the provision of services by the Operator to the Issuer, the Issuer to the Operator, the Issuer and/or the Operator to other Participants within OSON.

10.2. The issuer acquires the rights and assumes the obligations provided for by the legislation of the Republic of Kazakhstan from the moment of entry into force of the relevant agreement.

10.3. Criteria for the Issuer's participation in OSON:

10.3.1. availability of the necessary licenses (permits) to carry out the Issuer's activities in accordance with the requirements of the legislation of the Republic of Kazakhstan;

10.3.2. overall financial stability;

10.3.3. implementation of measures to detect and prevent fraud, legalization of proceeds from crime and financing of terrorism and other transactions prohibited by the legislation of the Republic of Kazakhstan;

10.3.4. ensuring the ability to work in accordance with the OSON technology used at the time of the adoption of the Rules by the Issuer;

10.3.5. ensuring security procedures, including when working in OSON;

10.3.6. ensuring bank secrecy.

10.4. Suspension and termination of the Issuer's participation in OSON is possible:

10.4.1. at the initiative of the Issuer on the basis of its written application;

10.4.2. at the initiative of the Operator in case of violation of the Rules by the Issuer, refusal to provide or provision of inaccurate information to the Operator about its activities and (or) other information and (or) failure to meet the criteria for participation in OSON;

10.4.3. on the grounds provided for by the agreement between the Operator and the Issuer.

10.4.4. In the event that the Operator has reason to believe that a particular Issuer will not be able to fully fulfill its obligations, the Operator has the right to suspend activities from the Issuer to OSON with the provision of explanations of the reasons for such suspension at the request of the Issuer. Notice of such suspension shall be immediately published on the Operator's website.

10.5. Issuer Registration

10.5.1. Registration of the Issuer and assignment of the relevant rights to it is carried out upon conclusion of the agreement and is carried out directly by the Operator in accordance with the terms of the agreement concluded between the Operator and the Issuer.

10.5.2. The conclusion of the agreement between the Operator and the Issuer is accompanied by the exchange of documents necessary for the establishment of business relations, the list of which is provided for by the internal documents of the Operator and the Issuer, contracts and the legislation of the Republic of Kazakhstan.

10.5.3. The Issuer and the Operator establish information and technological interaction after the conclusion of the contract.

10.5.4. The Operator, if necessary, shall post information on the Issuer's accession to OSON on the Operator's website, as well as other information in accordance with the Rules, the terms of the agreement and the legislation of the Republic of Kazakhstan.

XI. Registration of Participants in OSON

11.1. Registration of a Client who is an individual

11.1.1. In order to register with OSON and accept the contract (public offer), the Client must have a valid agreement with the mobile operator on the provision of cellular communication services (issued in the name of the Client), which must provide for the Client's ability to receive and process voice calls, as well as receive and send SMS messages using the subscriber number.

11.1.2. To make payments and other transactions, the client needs to register, which is carried out using the subscriber's mobile number (login), create a password, confirm the entered registration data in OSON, receive an identifier (during registration, OSON automatically assigns a unique identifier to it).

11.1.3. In the process of registration, the Client is obliged to read and agree to the terms of the contract (public offer), in connection with which the Client acquires all the rights and assumes all the obligations provided for by the Rules, from the moment he accepts the terms of the contract (public offer).

11.1.4. The Client **agrees that registration with OSON unconditionally confirms that he/she has read and consented to the Terms and Conditions of the Agreement (Public Offer)**, as well as to

grant the Operator and the Issuer, the Partner Bank the right to collect, process, store and transfer personal data across borders.

11.1.5. The Operator may set additional parameters for registration, which are specified in the relevant instructions to be posted on the Operator's website (e-mail address, and (or) code word, secret question-answer, etc.).

11.1.6. A Client who has registered in accordance with the established procedure receives the status of an unidentified Client in OSON, who is entitled to make certain payments and other transactions from the services offered by OSON.

11.1.7. The completion of the registration procedure is confirmed by the Operator by sending a corresponding message to the Participant to the subscriber mobile phone number specified by him during registration or by e-mail.

Then it is possible to make payments and other transactions in OSON, available methods, **information about which is available on the Operator's website.**

11.1.8. An unidentified Customer may undergo a special identification procedure by submitting to the Operator an Application for Identification and relevant documents that allow to establish or confirm the fact of entering into a contract with this person for the provision of OSON services in order to obtain the status of an identified Customer. **Information on the identification methods used in OSON is posted on the Operator's website.**

It is allowed to remotely identify a Client who is an individual on the basis of information from available sources received from the operational center of the interbank money transfer system, in the manner and on the grounds provided for by the Rules for the provision of electronic banking services by banks, branches of non-resident banks of the Republic of Kazakhstan and organizations engaged in certain types of banking operations, approved by the Resolution of the Board of the National Bank of the Republic of Kazakhstan dated August 31 2016 No 212.

Identification of the Client who is an individual in a simplified way is carried out by the Operator by conducting a video conference session or by recording the image of the client using a specialized application that implements the technology of detecting the movement of the interviewee in the process of identification.

Simplified identification is carried out by the Operator through its website and (or) mobile application.

During the simplified identification, the Operator ensures:

- 1) full recording of the Client's face – an individual and his identity document;
- 2) obtaining confirmation from open sources of the individual identification number of the Client who is an individual.

11.2. **Registration of a Client who is an individual entrepreneur and a legal entity that is not a Partner**

11.2.1. A legal entity intending to become a Client to register with OSON and conclude an agreement shall provide the Operator with the following documents:

"Know Your Customer" questionnaire in the form established by the Operator and, if necessary, agreed with the Issuer;

certificate of state registration (re-registration);

statute;

memorandum of association (if any);

documents on the appointment of the chief executive officer (decision of the competent authority and order);

a copy of the identity document of the participants (shareholders) and the chief executive;

phone numbers;

bank details;

other documents determined by the Operator;

11.2.2. An individual entrepreneur who intends to become a Client to register with OSON and conclude an agreement provides the Operator with the following documents:

"Know Your Customer" questionnaire in the form established by the Operator and, if necessary, agreed with the Issuer;

the document on the basis of which the individual entrepreneur carries out entrepreneurial activity (certificate, coupon, other document);

information on the place of permanent and (or) temporary residence;

a copy of the identity document taxpayer identification number (if any);

information on available certificates and licenses for activities: type of activity, number, date of issue, issuing authority, validity period;

phone numbers;

bank details;

other documents determined by the Operator;

11.3. Registration of the Affiliate as a Member through the Operator's website includes the following steps:

11.3.1. submission of an application for connection to OSON, through the Operator's website or by sending an application by e-mail;

11.3.2. filling out the "Know Your Customer" questionnaire in the form established by the Operator and, if necessary, agreed with the Issuer;

11.3.3. providing the Operator with documents confirming the information contained in the said questionnaire;

11.3.4. the Operator's identification procedures to establish business relations with the Partner in accordance with the approved procedure;

11.3.5. conclusion (signing), in case of a positive result of identification by the Partner, Operator and Partner of the agreement in the form **posted on the Operator's website**. At the same time, in the process of agreeing on the terms of the agreement, changes and additions may be made to the form by agreement of the parties;

11.3.6. provision by the Operator of the Partner's registration in OSON with the provision of the scope of rights and opportunities provided for by the Rules;

11.3.7. carrying out by the Operator and the Partner, if necessary, of measures for the integration of information systems and technical means, testing of information and technological interaction, implementation of test operations and fulfillment of contractual obligations.

11.3.8. A legal entity intending to become a Partner to register with OSON and conclude an agreement provides the Operator with the following documents:

"Know Your Customer" questionnaire in the form established by the Operator and, if necessary, agreed with the Issuer;

certificate of state registration (re-registration);

statute;

memorandum of association (if any);

documents on the appointment of the chief executive officer (decision of the competent authority and order);

a copy of the identity document of the participants (shareholders) and the chief executive;

phone numbers;

bank details;

other documents determined by the Operator;

11.3.9. An individual entrepreneur who intends to become a Partner to register with OSON and conclude an agreement provides the Operator with the following documents:

"Know Your Customer" questionnaire in the form established by the Operator and, if necessary, agreed with the Issuer;

the document on the basis of which the individual entrepreneur carries out entrepreneurial activity (certificate, coupon, other document);

information on the place of permanent and (or) temporary residence;

a copy of the identity document taxpayer identification number (if any);

information on available certificates and licenses for activities: type of activity, number, date of issue, issuing authority, validity period;

phone numbers;

bank details;

other documents determined by the Operator;

11.3.10. The documents provided by the Participants must be drawn up in accordance with the requirements of the Operator.

11.4. Registration of the Issuer as a Participant

11.4.1. Registration of the Issuer and assignment of the relevant rights to it is carried out upon conclusion of the agreement and is carried out directly by the Operator in accordance with the terms of the agreement concluded between the Operator and the Issuer.

11.4.2. The conclusion of the agreement between the Operator and the Issuer is accompanied by the exchange of documents necessary for the establishment of business relations, the list of which is provided for by the internal documents of the Operator and the Issuer, the agreement of the parties and the legislation of the Republic of Kazakhstan.

11.4.3. The Issuer and the Operator establish information and technological interaction after the conclusion of the contract.

XII. Description of functional duties, interaction between the Operator and the Participants

12.1. Operator

12.1.1. The Operator ensures the functioning of OSON, control over compliance with the Rules, including through the organization of round-the-clock reception of requests from Participants by phone, through the messaging system, considered by the Operator's Technical and Information Support Service, and also provides services to Participants in accordance with the terms of the concluded agreements.

12.1.2. Within the framework of OSON, the Operator is entrusted with the following duties:

1) ensuring the functioning of OSON's software and hardware, the Operator's website, OSON itself around the clock (Operational day from 00:00:00 to 23:59:59 Almaty calendar time on seven days a week), except for the time of preventive and (or) restoration work;

2) technological and information interaction between the Participants, its functioning by collecting, processing and transmitting information when making payments and other transactions in OSON, establishing internal rules and monitoring their compliance within the framework of the legislation of the Republic of Kazakhstan;

3) ensuring technological and information interaction between the Participants in accordance with the Terms and Conditions of the concluded agreements;

4) compliance with the requirements provided for by the Rules, the terms of contracts concluded with the Participants, as well as the legislation of the Republic of Kazakhstan;

5) providing consulting support (during working hours) to the Participants listed on the

Operator's website;

6) registration of individuals – unidentified and identified Customers, Partners, Partner Bank and Issuers in OSON, conclusion of agreements with them in accordance with the legislation of the Republic of Kazakhstan;

7) ensuring the acceptance in OSON of the Participants' orders for payment and/or transfer of E-Money from one E-Wallet to another, and in case of compliance of such an order with the legislation of the Republic of Kazakhstan and the Rules, the implementation of an immediate automatic transfer of E-Money in OSON;

8) ensuring the formation and provision of payment receipts (complying with the requirements of the legislation of the Republic of Kazakhstan) to individuals – Participants for their payments and other transactions with Electronic Money carried out in favor of Partners;

9) identification of Customers who are individuals in accordance with the Rules, internal documents of the Operator and the requirements of the legislation of the Republic of Kazakhstan;

10) informing the Participant about the execution of each payment or other transaction using Electronic Money by sending a corresponding notification (payment receipt or other document, SMS message, message to the Participant's e-mail) in the manner available in OSON;

11) publication on the Operator's website on amendments and additions to the Rules, changes in tariffs for the services of the Operator, Issuer, Partner Bank, information on tariffs for Partners in accordance with the legislation of the Republic of Kazakhstan;

12) maintenance, storage and analysis of information on payments and other transactions made in OSON in accordance with the legislation of the Republic of Kazakhstan;

13) ensuring the safe operation of OSON, developing requirements and their implementation for use by Members in order to maintain the safe operation of OSON;

14) creation and maintenance of the Operator's website in an up-to-date mode and ensuring the functioning of the Operator's website;

15) compilation and maintenance of registers of its Partner Banks and Partners;

16) ensuring timely provision of information and data to partner banks, the Issuer, a specially authorized state body in accordance with the terms of agreements with the partner bank and the provisions of the legislation of the Republic of Kazakhstan;

17) performance of other functions in accordance with the Rules, contracts and (or) legislation of the Republic of Kazakhstan.

12.2. OSON partner bank

12.2.1. The Partner Bank becomes a Participant after the conclusion of an agreement with the Operator. The relationship between the Partner Bank and the Operator is governed by the Rules and Agreements concluded between them within the framework of OSON.

12.2.2. Within the framework of OSON, the Partner Bank is entrusted with the following duties:

1) making payments and other transactions, accounting for them and transferring information to the Operator on the basis of the concluded agreement;

2) monitoring the functional responsibilities of the Partner Bank in OSON, timely performing its functions or, if necessary, immediately notifying the Operator of the reasons for the deferral, conditions and terms of performance of its functions in OSON;

3) ensuring the exchange of information with the Operator in accordance with the OSON operating technology and the procedures for exchanging message formats established by the Operator;

4) performance of other obligations in accordance with the agreement concluded with the Operator, the Rules and (or) the legislation of the Republic of Kazakhstan.

12.2.3. Voluntary termination of the Partner Bank's activities is carried out on the basis of its written application for voluntary withdrawal from OSON, provided that it complies with the following mandatory conditions:

1) informing the Operator of the termination of its activities in OSON **at least thirty days in advance**, by sending an application to the Operator and a message in the media. In this case, the message may be published several times;

2) fulfillment of existing obligations to the Participants and the Operator.

12.2.4. Additional grounds for termination of the agreement between the Partner Bank and the Operator shall be determined by the relevant agreement and (or) the legislation of the Republic of Kazakhstan.

12.2.5. The Partner Bank has the right to suspend payments and other transactions in OSON in accordance with the procedure established by the legislation of the Republic of Kazakhstan and the agreement between the Operator and the Partner Bank.

12.3. Issuer

12.3.1. The Issuer becomes a Participant after entering into an agreement with the Operator. The relationship between the Issuer and the Operator is governed by the Rules and the agreements concluded between them within the framework of OSON.

12.3.2. Within the framework of OSON, the Issuer is entrusted with the following obligations:

1) issuance and redemption of Electronic Money, accounting of payments and other transactions with them, transfer of information to the Operator on the basis of the concluded agreement;

2) monitoring the Issuer's functional responsibilities in OSON, timely performing its functions or, if necessary, immediately notifying the Operator of the reasons for the postponement, conditions and terms of performance of its functions in OSON;

3) ensuring the exchange of information with the Operator in accordance with the OSON operating technology and the procedures for exchanging message formats established by the Operator;

4) performance of other obligations in accordance with the agreement concluded with the Operator, the Rules and (or) the legislation of the Republic of Kazakhstan.

12.3.3. Voluntary termination of the Issuer's activities is carried out on the basis of its written application for voluntary withdrawal from OSON, provided that it complies with the following mandatory conditions:

1) informing the Operator of the termination of its activities in OSON **at least thirty days in advance**, by sending an application to the Operator and a message in the media. In this case, the message may be published several times;

2) fulfillment of existing obligations to the Participants and the Operator.

12.3.4. Additional grounds for termination of the agreement between the Issuer and the Operator shall be determined by the relevant agreement and (or) the legislation of the Republic of Kazakhstan.

12.3.5. The Issuer has the right to suspend payments and other transactions in OSON in accordance with the procedure established by the legislation of the Republic of Kazakhstan and the agreement between the Operator and the Issuer.

12.4. Partners at OSON

12.4.1. Partners accept Electronic Money as payment for goods, works and services supplied by them on the basis of the OSON service agreement concluded with the Operator.

12.4.2. Partners shall ensure compliance with and compliance with the requirements for the procedures for the exchange of information and the parameters of the functioning of OSON, imposed by the Operator in connection with the provision of access to the servicing of operations in OSON.

12.4.3. Within the framework of OSON, the Partner is entrusted with the following duties:

1) use of OSON in a manner that does not violate the rights and legitimate interests of the Participants, third parties, as well as the requirements of the legislation of the Republic of Kazakhstan;

2) independently ensuring the security of their Authentication Data and restricting access to their information to persons who are not authorized to carry out activities in OSON on behalf of the Partner;

- 3) ensuring proper operability and information security of the OSON access device. It is strictly forbidden to make changes and additions to OSON independently or with the help of third parties;
- 4) proper performance of its obligations to the Client in accordance with the concluded civil law transactions using Electronic Money in OSON;
- 5) ensuring the issuance of a payment receipt to the Client, confirming the payment or other operation, in the form agreed with the Operator;
- 6) return of E-Money to the Client in cases provided for by the legislation of the Republic of Kazakhstan, including in case of termination of a civil law transaction, the Partner shall return E-Money received from the Client (if the nature of the transaction does not imply the presence of a commission for refusal to execute the transaction). Refunds are made by transferring Funds to the Client's Electronic Wallet immediately after the termination of the civil law transaction. At the same time, commissions received by the Participants on this transaction are not refunded;
- 7) timely making changes and additions to their authentication data in case of changes in the data of a person who has the right to access OSON on behalf of the Partner, as well as notifying the Operator of changes and additions to the data of such a person;
- 8) implementation of other obligations provided for by the contract, the Rules and the legislation of the Republic of Kazakhstan.

12.4.4. The procedure for interaction between the Operator and the Partner in OSON is carried out in accordance with the concluded agreement, the Rules and the legislation of the Republic of Kazakhstan:

- 1) The Operator provides the Partner with services on a reimbursable basis to ensure information and technological interaction between the Participants, including the provision of services for the processing and distribution of information to the participants of settlements on payments and other transactions with Electronic Money in OSON;
- 2) registration of the Partner in OSON is carried out in the manner and on the terms provided for by the Rules, subject to the provision of a complete list of documents in accordance with the appendix to the agreement between the Partner and the Operator. The Partner provides the Operator with the data of the authorized person who is granted access to OSON, in accordance with the agreement between them, and undertakes to immediately notify the Operator in case of changes or additions to this data;
- 3) The Operator provides information technology services for a commission, while the amount of commission paid by the Partner is established by the agreement between the Operator and the Partner;
- 4) payment of the commission to the Operator is carried out by charging the amount of commission from each transaction performed by the Client in favor of the Partner and sending the amount to the Specialized Account to account for the Operator's commission;
- 5) the Funds kept on the Specialized Account may not be foreclosed on the Partner's obligations to third parties.

12.5. Interaction of participants

12.5.1. Interaction between the Participants is carried out on the basis of the Rules, the agreement concluded between the Operator and the Participant, and in the **unregulated part by the legislation of the Republic of Kazakhstan**.

12.5.2. The Operator ensures the functioning of OSON, information and technological interaction of the Participants. The Operator shall provide information support to the Client when transferring Electronic Money in favor of the Partners as payment for the goods, works and services provided.

12.5.3. Each Participant is obliged to comply with the Rules, terms of the contract, fulfill its obligations to other Participants and the requirements of the legislation of the Republic of Kazakhstan.

12.5.4. In the process of exchanging information about payments and other transactions in OSON, Members interact with and implement the capabilities of OSON.

12.5.5. The Operator, within the framework of the powers granted, monitors the Participants' compliance with the Rules, the terms of the contracts to which it is a party, and the requirements of the

legislation of the Republic of Kazakhstan. The Operator assists the Participants in resolving issues related to the use of OSON services.

12.5.6. In the process of using the functionality and services of OSON, each Participant must act without violating the rights and legitimate interests of other Participants, as well as the requirements of the legislation of the Republic of Kazakhstan.

12.5.7. The Operator shall provide the Issuer with the necessary information on payments and other transactions with Electronic Money in the manner and within the time limits established in the agreement concluded between them.

XIII. Procedure for Compliance with Information Security Measures in OSON

13.1. OSON was developed taking into account modern security requirements for information management systems via the Internet. OSON provides several methods of Authentication, as well as additional ways to confirm transactions (by sending a verification code by SMS message or using the appropriate service that generates one-time passwords), information about which is available to Members on the Operator's website.

13.2. In order to ensure the confidentiality, integrity and availability of the Operator's information, the Operator performs the following functions:

- 1) organizes the information security management system, coordinates and controls information security activities and measures to identify and analyze threats, counter attacks and investigate information security incidents;
- 2) provides methodological support for the process of ensuring information security;
- 3) selects, implements and applies methods, means and mechanisms for managing, ensuring and controlling information security within its powers;
- 4) collects, consolidates, stores and processes information on information security incidents;
- 5) analyzes information on information security incidents;
- 6) ensures the implementation, proper functioning of software and hardware that automate the process of ensuring information security, as well as providing access to them;
- 7) defines restrictions on the use of privileged accounts;
- 8) organizes and conducts activities to ensure the awareness of the Operator's employees in information security issues;
- 9) monitors the status of the Operator's information security management system;
- 10) periodically (but at least once a year) informs the Operator's management about the status of the Operator's information security management system.

13.3. The Operator manages information security risks by specifying the criteria of an acceptable level in relation to information assets.

13.4. In the event of information security risks, an action plan is developed to minimize the occurrence of such risks.

13.5. Information on information security incidents obtained in the course of monitoring information security activities is subject to consolidation, systematization and storage.

13.6. The retention period for information on information security incidents shall be at least 5 (five) years, unless another longer retention period is established by the legislation of the Republic of Kazakhstan.

13.7. The operator shall determine the procedure for taking urgent measures to eliminate this incident, its causes and consequences no later than 24 hours from the moment of detection of an information security incident.

13.8. The operator keeps a log of information security incidents reflecting all information about the information security incident, measures taken and proposed corrective measures.

13.9. The Operator shall provide the National Bank of the Republic of Kazakhstan with information on the following identified information security incidents:

- 1) exploitation of vulnerabilities in application and system software;
- 2) unauthorized access to the information system;
- 3) a denial-of-service attack on an information system or data transmission network;
- 4) infecting the server with malware or code;
- 5) unauthorized transfer of Electronic Money and/or Money due to violation of information security controls;
- 6) information security incidents that pose a threat to the stability of the payment organization's activities.

13.10. Information on information security incidents shall be provided by the Operator to the National Bank of the Republic of Kazakhstan as soon as possible, but not later than 48 hours from the moment of detection, in the form of a map of an information security incident in the form established by the National Bank of the Republic of Kazakhstan. A separate information security incident card is filled out for each information security incident.

13.11. Information on processed information security incidents shall be submitted in electronic format using the platform of the National Bank of the Republic of Kazakhstan for the exchange of information security events and incidents.

XIV. Description of software and hardware and equipment necessary for the provision of the Payment Service by the Operator

14.1. The software and hardware and equipment used by the Operator in the provision of the Payment Service through OSON ensure:

- 1) reliable storage of information, protection against unauthorized access, integrity of databases and complete safety of information in electronic archives and databases in case of complete or partial power outage at any time at any part of the equipment;
- 2) multi-level access to input data, functions, operations, reports implemented in the software, providing at least two levels of access: administrator and user;
- 3) control of the completeness of the entered data of the fields required for the execution and registration of operations (when performing functions or operations without filling in all the fields completely, the program ensures the issuance of a corresponding notification);
- 4) search for information according to the criteria and parameters determined for this information system, with saving the request, as well as sorting information by any parameters (determined for this information system) and the ability to view information for previous dates, if such information is subject to storage in the information system;
- 5) processing of information and its storage by date and time;
- 6) automated generation of forms of reports submitted by payment organizations to the National Bank of the Republic of Kazakhstan, as well as reports on transactions performed;
- 7) maintenance and automated generation of logs of the internal accounting system. The software generates the log in full, as well as partially (for a specified date range, a certain date);
- 8) the ability to back up and restore data stored in accounting systems;
- 9) the ability to output documents on the screen, printer or in a file;
- 10) the ability to exchange electronic documents;
- 11) registration and identification of events occurring in the information system with the following attributes: date and time of the beginning of the event, name of the event, user who performed the action, identifier of the record, date and time of the end of the event,

result of the event.

14.2. The operator, taking into account the level of technology development, determines and sets the minimum requirements for the composition of hardware; to the hardware for the web application; to the network; to supported web browsers. These minimum requirements are communicated to the Members by the Operator when establishing a business relationship. In any case, the software and hardware must meet the following minimum requirements:

Configuration	Quantity
- HPE DL360 Gen10 Server Platform; - Intel® Xeon® Gold 6148, 20C/40T, 2.4-3.7 GHz – 2 шт., - DDR4 – 128 ГБ	2
- CXД HPE MSA 2040; - SSD – 1.92 TB – 8 pcs.	1
- International Screen Fortigate 201F - Switch L3 - Switch L2	2
Virtual Machines - Osond - Osonddb - Ossand Apache - HAProxy	2

The Operator has the right to establish additional requirements for software and hardware and equipment necessary for the provision of the Payment Service.

XV. Information on the Operator's risk management system

15.1. The risk management system is a system of organization, policies, procedures and methods adopted by the Operator in order to timely identify, measure, control and monitor the Operator's risks to ensure its financial stability and stable operation.

15.2. For the purpose of effective risk management, the Operator develops a risk management policy, which consists of systematic work on the development and practical implementation of measures to prevent and minimize risks, identify, measure, control and monitor risks, assess the effectiveness of their application, as well as control over all monetary transactions. For this purpose, the Operator is assigned an employee (in the absence of such an employee, these functions are performed by the Director) who performs risk management functions, whose tasks include:

- 1) analysis and assessment of risks, including the systematic determination of: the objects of risk analysis; risk indicators for the objects of risk analysis, determining the need to take measures to prevent and minimize risks; assessment of possible damage in case of risks;
- 2) development and implementation of practical measures for risk management, taking into account: the probability of risks and possible consequences; analysis of the application of possible measures to prevent and minimize risks.

15.3. When developing procedures for identifying, measuring, monitoring and controlling risks, the Operator takes into account, but is not limited to, the following factors:

- 1) the size, nature and complexity of the business;
- 2) availability of market data for use as input information;
- 3) the state of information systems and their capabilities;
- 4) the qualifications and experience of the personnel involved in the process of managing market risk.

15.4. Procedures for identifying, measuring, monitoring and controlling risks cover all types of

assets, liabilities; cover all types of market risk and their sources; allow for the regular assessment and monitoring of changes in factors affecting the level of market risk, including rates, prices and other market conditions; allow you to identify market risk in a timely manner and take measures in response to adverse changes in market conditions.

15.5. The main objective of the Operator's risk regulation is to maintain acceptable ratios of profitability with security and liquidity indicators in the process of managing the Operator's assets and liabilities, i.e. to minimize losses.

15.6. Effective management of the Operator's risk level must solve a number of problems - from tracking (monitoring) the risk to its cost assessment. The level of risk associated with a particular event is constantly changing due to the dynamic nature of the Operator's external environment. This forces the Operator to regularly clarify its place in the market, assess the risk of certain events, review relations with Customers and assess the quality of its own assets and liabilities. therefore, adjust its risk management policy. The Operator's risk management process includes: anticipation of risks, determination of their probable size and consequences, development and implementation of measures to prevent or minimize losses associated with them. All this implies the development of the Operator's own risk management strategy in such a way as to timely and consistently use all the opportunities for the Operator's development, while at the same time keeping risks at an acceptable and manageable level.

15.7. Risk management is based on the following principles:

- 1) forecasting possible sources of losses or situations that can cause losses, their quantitative measurement;
- 2) financing of risks, economic incentives for their reduction;
- 3) responsibility and responsibility of managers and employees, clarity of risk management policies and mechanisms;
- 4) coordinated risk control across all departments of the Operator, monitoring the effectiveness of risk management procedures.

15.8. The risk management system is characterized by such elements as measures and management methods.

15.9. Risk management measures:

- 1) definition of the organizational structure of risk management that ensures the
- 2) determination of the functional responsibilities of persons responsible for risk management, or relevant structural units;
- 3) communication of relevant information about risks to the Operator's management bodies;
- 4) determination of indicators of uninterrupted functioning of the Operator;
- 5) determination of the procedure for ensuring the uninterrupted functioning of the Operator;
- 6) determination of risk analysis methods;
- 7) determination of the procedure for the exchange of information necessary for risk management;
- 8) determination of the procedure for interaction in controversial, non-standard and emergency situations, including cases of system failures;
- 9) determination of the procedure for changing operational and technological means and procedures;
- 10) determination of the procedure for assessing the quality of the functioning of operational and technological facilities, information systems;
- 11) determination of the procedure for ensuring the protection of the Operator's information.

15.10. The Operator's risk management methods shall be determined taking into account the specifics of the Operator's activities, risk management model, payment clearing and settlement procedures, the number of transfers of Electronic Money and/or Cash and their amounts, and the time of final settlement.

Risk management methods are:

- 1) establishment of maximum amounts (limits) of the Participants' liabilities, taking into account the level of risk;
- 2) management of the order of execution of orders by officials;
- 3) settlement of transactions before the end of the working day;
- 4) use of irrevocable bank guarantees;
- 5) other ways to manage risks.

XVI. Anti-Money Laundering and Countering the Financing of Terrorism

16.1. The Operator and the Issuer shall take measures to ensure and implement organizational and procedural measures in OSON in order to detect and prevent fraud, money laundering, terrorist financing and other illegal transactions in accordance with the requirements of the legislation of the Republic of Kazakhstan. To this end, the Operator undertakes to comply with the internal control rules, including those of the Issuer, applied in OSON.

16.2. In order to comply with the legislation of the Republic of Kazakhstan on combating money laundering, financing of terrorism, as well as other requirements established for organizations carrying out transactions with Electronic Money or other property, the Operator and the Issuer shall:

16.2.1. carry out the identification procedure and take measures for the proper verification of the Participant, including identification and regular updating of data about the Participant and their owners;

16.2.2. identify the owners and persons controlling the Members, as well as take available measures to verify their identity;

16.2.3. take measures to identify and assess their risks of money laundering and terrorist financing, document these risks and take measures to reduce them;

16.2.4. refuse to carry out a transaction, enter into business relations and terminate the existing measures in case of impossibility to apply measures for due diligence of the Participant, as well as send a report on a suspicious transaction of the Participants to a specially authorized state body of the Republic of Kazakhstan;

16.2.5. send reports on suspicious transactions of the Participants to a specially authorized state body of the Republic of Kazakhstan, including attempts to commit them, in accordance with the established procedure no later than one working day following the day of their detection;

16.2.6. compare the operations of the Participants with the list of persons participating or suspected of participating in terrorist activities;

16.2.7. immediately and without prior notice, suspend the Participant's operation, except for transactions on crediting E-Money received on the Participant's E-Wallet, and (or) freeze E-Money of persons included in the specified list of persons, as well as send a report of a suspicious transaction to a specially authorized state body of the Republic of Kazakhstan.

16.3. In the event of suspicious transactions (a transaction with Electronic Money that is in the process of preparation, execution or has already been performed, in respect of which, in accordance with the criteria and signs established by the Operator's internal control rules, suspicions have arisen that it was carried out for the purpose of money laundering or terrorist financing) from the E-Wallet, the Operator has the right to place its E-Wallet under "surveillance" – monitoring, as well as suspend transactions until communication is established with the Participant.

16.4. Removal of the e-wallet from monitoring is carried out after establishing a connection between the Client and the Operator, by providing them with the information requested by the Operator to confirm their identity, entering a PIN code sent by the Operator to the subscriber's mobile phone number or e-mail address specified during registration in OSON or in any other way, at the discretion of the Operator.

16.5. The Operator determines the following as suspicious transactions:

16.5.1. suspicious transactions recognized as such by the internal control rules of the Operator and the Issuer or the legislation of the Republic of Kazakhstan;

16.5.2. other operations that raise suspicion of their authorization.

16.6. In order to ensure the security of the Client's transactions exceeding the amount determined by the Operator for one day, a confirmation code may be sent to the subscriber's mobile phone number, which is his/her login, or an e-mail message to OSON to continue operations.

16.7. In case the Participant commits fraudulent actions and (or) suspicions of such actions, at the request of the Issuer, the Operator reserves the right to transfer information on such actions to them without any restrictions, as well as to apply to a specially authorized state body of the Republic of Kazakhstan.

16.8. The Operator has the right to block the transaction and (or) the Client's e-wallet in OSON without giving reasons for up to five business days. At the same time, such blocking is limited to the OSON limits.

16.9. The Operator has other rights and obligations in accordance with the legislation of the Republic of Kazakhstan on combating money laundering and terrorist financing, as well as other internal documents of the Operator.

XVII. Confidentiality

17.1. Participants are obliged to take all necessary measures to protect and secure information from leakage, disclosure, unauthorized access and other means of obtaining it, which are exchanged in OSON or which are available to Participants in connection with the use of OSON.

17.2. The Operator is responsible for ensuring the overall security of OSON as well as the protection of transmitted data and information.

17.3. The Operator undertakes to maintain confidentiality in relation to all information and data transferred to it by the Participants, which became known to it in the process of using OSON by the Participants, except for cases provided for by the Rules and the legislation of the Republic of Kazakhstan, including when:

- 1) such information is publicly available;
- 2) information is disclosed at the request or consent of the Client;
- 3) information is subject to provision to third parties to the extent necessary for the performance of the terms of the concluded contracts;
- 4) information shall require transfer or disclosure in accordance with the procedure provided for by the legislation of the Republic of Kazakhstan.

17.4. The Operator shall submit requirements to the Partner Bank to ensure the protection of information when carrying out transactions in OSON. Partner banks are obliged to ensure the protection of information on the means and methods of ensuring information security, personal data and other information subject to mandatory protection in accordance with the legislation of the Republic of Kazakhstan.

17.5. The Operator ensures the protection of information:

17.5.1. when making transfers of Electronic Money and Money, in accordance with the requirements of the legislation of the Republic of Kazakhstan;

17.5.2. on means and methods of ensuring information security, personal data and other information subject to mandatory protection in accordance with the legislation of the Republic of Kazakhstan.

17.6. Means and measures to prevent unauthorized access to software and hardware used in OSON, including organizational measures and software and hardware protection tools, ensure an adequate level of information protection and preservation of its confidentiality.

17.7. The information protection and security procedures used in OSON ensure continuous protection of information at all stages of payments and other operations, within the responsibility of the Operator, including:

17.7.1. identification of distortions and (or) changes in the content of electronic messages generated

- when using OSON;
- 17.7.2. ensuring protection against unauthorized access to information and ensuring the integrity of this information;
- 17.7.3. providing evidence in the investigation of incidents related to the use of OSON.
- 17.8. Information, including information security recommendations for Participants, is posted on the Operator's website.

17.9. Each Member shall independently take measures to protect his/her authentication data, password, code, number and other data provided to him/her by OSON, with the help of which unauthorized access and/or use of OSON may be carried out.

17.10. The Member acknowledges that the Operator shall not be liable to the Member in the event that the Member transfers his/her data to third parties, intentionally provides them with access to the e-wallet or bank account, or otherwise violates the confidentiality of data by the Member.

17.11. The Client acknowledges that in case of loss of authentication data, the Operator is not responsible for possible consequences.

17.12. The Parties recognize the combination of authentication data as an analogue of a handwritten signature, which is a necessary and sufficient condition for confirming the Participant's right to make payments and other operations in OSON.

17.13. The Client is obliged to immediately inform the Operator about the risks of using his E-Wallet, which has arisen as a result of the Participant's loss of the Client's authentication data.

17.14. The Participant undertakes to immediately notify the Operator of payments and other transactions made without his consent. If the Participant fails to provide the relevant notification to the Operator **within a calendar day from the** date of payment or other transaction without his consent, the payment and other operation shall be deemed to have been performed by the Participant.

XVIII. Procedure for resolving disputes and claims between Participants

18.1. Claims between the Participants related to the implementation of payments and other transactions using OSON shall be resolved in accordance with the procedure established by the legislation of the Republic of Kazakhstan and (or) agreements concluded between them.

18.2. The Operator considers the Participants' requests on disputable situations, including the issues of interaction between the Clients and other Participants.

18.3. Resolution of all disputable and (or) conflict situations not directly regulated by the Rules and (or) the terms of the relevant agreements is carried out by sending a request to the Operator.

18.4. Contacting the OSON Technical and Information Support Service by phone and (or) sending messages through the feedback form on the Operator's website cannot be recognized as an appeal to the Operator with a claim and (or) regarded as a pre-trial settlement of disputes.

18.5. The Client has the right to apply to the Operator with a written application, drawn up in any form, and indicate the disputable situation that has arisen, in one of the following ways:

- 18.5.1. sending the request to the Operator by mail;
- 18.5.2. sending a request to the Operator's e-mail;
- 18.5.3. personal application to the Operator's office with its courier provision at the location (legal address) of the Operator.

18.6. The period for consideration of the request may not exceed **a one-month period**. Not later than the expiration of the specified period, the Operator is obliged to provide a written response to the Client's request.

18.7. The Operator informs the Client that all appeals on disputable and (or) conflict situations are first of all sent to the Operator, who informs the Client about the fact that the disputable and (or) conflict situation is beyond the Operator's responsibility and (or) the need to send a corresponding request to another Participant.

The Operator controls the process of resolving disputes and claims between the Participants.

18.8. Any dispute, if it has not been resolved in the pre-trial settlement procedure, shall be subject

to final resolution in the court of the Republic of Kazakhstan at the place of registration of the Operator.

XIX. Termination of services to the Client and the Partner by the Operator

19.1. The Client has the right to refuse to use the OSON services at any time by deleting his personal account and (or) software, products and (or) other services of OSON.

When the Client deletes the personal account – on the Operator's website and (or) in the OSONTM mobile application, the Operator generates an order to delete the Client's personal account.

19.2. If the Client does not use OSON and there is no movement of Electronic Money and Cash **for twelve months**, the Operator has the right to terminate the contract (public offer) with such a Client and independently delete his Personal Account and E-wallet.

To restore the functionality of OSON, the Client must re-register.

19.3. The Partner, upon termination of the contract, is obliged to notify the Operator no later than **fifteen business days in advance**. The Operator forms an agreement on termination of the contract by agreement of the parties, including containing an order on the term and procedure for fulfilling the obligations of the parties.

XX. Responsibility of participants

20.1. The responsibility of the Participants is determined in accordance with the terms of the concluded contracts and the legislation of the Republic of Kazakhstan.

20.2. The Partner Bank is independently responsible in accordance with the procedure established by the legislation of the Republic of Kazakhstan and the terms of the concluded agreements to the Participants and the Operator within the limits of its obligations under OSON.

20.3. The partner bank is independently responsible for compliance with the requirements of the legislation of the Republic of Kazakhstan, including on combating money laundering and financing of terrorism.

20.4. In case of illegal actions of third parties aimed at interfering with the operation of OSON, not related to the use of the Participant's authentication data and (or) its mobile or other technical means, the Operator shall be liable for the Participant's losses within the amount of Electronic Money on the Client's E-Wallet at the time of the start of such actions.

20.5. In the event of failures and errors in the operation of OSON and the fault of the Operator is proven by the Issuer or the Partner Bank, the Operator shall be liable for the losses of the Issuer or the Partner Bank within the amount of Funds constituting the commission of the Partner Bank in OSON at the time of such failures.

20.6. If there is a need to suspend the activities of the Partner Bank in OSON, the Operator undertakes to notify the Partner Bank in advance of this circumstance no later than three business days in advance, except for cases of suspension of the Partner Bank's activities due to its violation of the legislation of the Republic of Kazakhstan, the Rules and Conditions of the concluded agreement.

20.7. In the event that the Operator fails to contact the Partner Bank using the contact details provided by it, the Operator shall not be liable for the consequence of the suspension of the Partner Bank's activities in OSON, if it can prove that the failure to notify the Partner Bank is not the result of the Operator's fault.

20.8. The Operator, the Issuer and the Partner Bank shall not be liable to other Participants in the event that the Participants transfer their data to third parties, intentionally provide access to their e-wallet or bank account, or otherwise violate the confidentiality of data by the Participant.

20.9. The Operator shall be liable to the Customer within the amount not exceeding the amount of the balance of E-Money on the Customer's E-Wallet.

20.10. The Operator is not responsible for the temporary inoperability of OSON, failures and errors

in the operation of software and hardware that occurred through no fault of the Operator, and in this case is not responsible for possible losses of the Participants associated with the inability to gain access to OSON and (or) its individual services.

20.11. The Operator is not responsible for the Participants' lack of access to the software and hardware that ensures the functioning of OSON and (or) access to OSON services, and is not responsible for the Participants' losses related to this.

20.12. The Operator shall not be liable for the losses of the Participants resulting from their provision of inaccurate information to the Operator and (or) when they exercise their rights and obligations in OSON.

20.13. Under no circumstances shall the Operator be liable for the lost profits of the Participants.

20.14. In case of loss of authentication data, loss of the password blocking access to OSON by the Client, or other events, the consequences of which cannot be eliminated without establishing personal contact with the Client, the Operator shall not be liable to the Client for possible losses and the impossibility of further use of the e-wallet in OSON.

20.15. Confirmation of the Client's belonging to the Electronic Wallet in OSON is possible if the Client provides the relevant documents established by the Operator.

20.16. In the event of a need to suspend the acceptance of payments in favor of the Partner, the Operator undertakes to notify the Partner of this circumstance. In the event that the Operator fails to contact the Partner using the contact details provided by him, the Operator is not responsible for the consequences of suspending the acceptance of payments in favor of the Partner, if it can prove that the failure to notify the Partner is not the result of the Operator's fault.

20.17. The Operator is responsible for all obligations of the Partner Bank, delegated by the latter on the basis of an agreement concluded between them.

20.18. In case of non-fulfillment or improper fulfillment by the Participants of their obligations not provided for by the Rules, they shall be liable in accordance with the terms of the agreements and the legislation of the Republic of Kazakhstan.

20.19. The procedure for pre-trial settlement of disputes is provided for in the agreements between the Operator and the Participants.

XXI. Force majeure

21.1. Force majeure means the occurrence of force majeure caused directly or indirectly by the decision of state bodies and organizations, wars, civil unrest, epidemic, etc., upon the occurrence of which it becomes impossible for the Participants to comply with the requirements of the Rules and the terms of the concluded contracts.

21.2. All Participants are exempt from liability for non-fulfillment of mutual obligations if their non-fulfillment was the result of force majeure circumstances that could not have been prevented or foreseen before their accession to the Rules.

21.3. The Participant in respect of whom force majeure circumstances are in force shall notify the Operator (and in the event of such circumstances in relation to the Operator – all other Participants) no later than ten business days from the date of occurrence and (or) termination of these circumstances, by publishing the relevant information on the Operator's website or through the media.

21.4. Force majeure circumstances set forth in the notification shall be confirmed by the authorized body in accordance with the legislation of the Republic of Kazakhstan.

21.5. If the Participant, referring to the effect of force majeure, did not notify the other Participant of the occurrence of such circumstances in the manner provided for in clauses 21.3. and 21.4 of the Rules, such a Participant loses the right to refer to the effect of these circumstances in case of non-fulfillment of his obligations under these Rules.

XXII. Final provisions

22.1. Issues not regulated by the Rules and internal documents of the Operator are regulated by the provisions of the agreements concluded with the Participants and (or) the legislation of the Republic of Kazakhstan.

22.2. The content **of the contract templates posted on the Operator's website** is not final and may be changed and supplemented, if necessary, by agreement with the counterparties without making changes and (or) additions to the Rules.

22.3. The requirements of the Rules are mandatory for all Participants. For non-fulfillment and improper fulfillment of the requirements of the Rules, the Participants are liable in accordance with the legislation of the Republic of Kazakhstan and the terms of the concluded contracts.

22.4. In the event that certain provisions of the Rules contradict the legislation of the Republic of Kazakhstan, the relevant provisions of the legislation of the Republic of Kazakhstan shall apply. The invalidity of individual provisions of the Rules does not entail the invalidity of its other provisions and the Rules as a whole.

22.5. The Rules shall be regulated, interpreted and used in accordance with the legislation of the Republic of Kazakhstan.

XXIII. Transitional provisions

23.1. From the date of obtaining the status of a payment organization and until the start of the provision of the Payment Service, the Operator is obliged to ensure:

23.1.1. the operation of the Operator's website;

23.1.2. compliance with the requirements of the legislation of the Republic of Kazakhstan on combating the legalization of proceeds from crime and the financing of terrorism.
