

PUBLIC OFFER
ON THE PROVISION OF PAYMENT SERVICES, THE ISSUANCE OF A MEANS OF ACCESS TO THE ELECTRONIC WALLET "OSON WALLET KZ" AND THE SERVICING OF TRANSACTIONS WITH ELECTRONIC MONEY

1. General Provisions

1.1. This Public Offer on the provision of payment services, the issuance of a means of electronic access to the electronic wallet "OSON wallet KZ" and the servicing of transactions with electronic money (hereinafter referred to as the "**Agreement**") defines the terms of the issue, use, redemption of electronic money, the implementation of transactions with electronic money, the issuance and maintenance of the means of electronic access to the electronic wallet "OSON wallet KZ" - the means of electronic payment provided by the Limited Liability Partnership "OSON payments" (BIN 221240035166), which is a payment organization registered with the National Bank of the Republic of Kazakhstan No 0202-23-166 dated 06.11.2023, providing the following types of payment services: services for accepting cash to make a payment without opening a bank account for the sender of money, services for the sale (distribution) of electronic money, services for accepting and processing payments, made using electronic money, services for the acceptance and processing of payments initiated by the client in electronic form, and the transfer of the necessary information to the bank, the organization carrying out certain types of banking operations, for making a payment and (or) transferring or accepting money for these payments, hereinafter referred to as the "**Operator**", to an individual who has acceded to this Agreement.

1.2. The following terms are used in this Agreement:

Subscriber number is a telephone number allocated by the mobile operator at the time of connection to the network of the mobile operator and identifying the cellular subscriber device connected to the network when other subscriber devices are connected to it. The cellular subscriber device must provide for receiving and sending short text messages (SMS, PUSH, USSD).

Authorization shall mean the process of analysis and comparison of the Authentication Data entered by the Client, carried out by the Operator, based on the results of which it is determined whether the Client has the right to gain access to making payments and/or transfers and other transactions with electronic money through the mobile application, including using the Card.

Electronic Money Agent (Agent) is a legal entity that carries out activities for the acquisition of Electronic Money from the Issuer of Electronic Money or individuals who own Electronic Money. Within the framework of this Agreement, the Operator performs the functions of the Agent.

Authentication Data - a unique username (login), password and/or PIN code and/or Confirmation Code used for the Client's access to the services of the mobile application and/or transactions with electronic money. Authentication data is assigned at the time of registration of the Client in the service of the mobile application "OSON".

The issuing bank of the OSON card (Card Issuing Bank) is Nurbank JSC, a second-tier bank of the Republic of Kazakhstan, representing the interests and acting on behalf of the Operator in the IPS Visa.

Bonus – the amount of points provided within the bonus system determined by the Operator.

Bonus Account – an internal (technical) account opened by the Operator to record the accrual and use of bonuses.

Statement – a statement of account(s) generated in the form established by the Operator. **Information package** is a service provided by the Operator aimed at providing the User with information and reference materials, including information on the amount of funds available to the User for the purpose of making payments/transfers, invoices issued and received by the User, transactions performed, etc.

Identification of the Client is the establishment/confirmation of the Client's identity on the basis of the procedures approved by the Operator's internal documents.

Individual Identification Number (IIN) is a unique number generated by the authorized state body of the Republic of Kazakhstan for an individual and indicated in the Client's identity document or other document issued by the authorized state body.

OSON Card (Card) is an electronic means of payment, a tool for accessing an electronic wallet in the electronic money system, within which the owner of Electronic Money who is an individual makes a payment and/or transfer of Electronic Money. **Client/User** is an individual who has the proper legal capacity and legal capacity in accordance with the current legislation of the Republic of Kazakhstan to purchase

Electronic Money, make payments and/or transfers with it, who has performed implicative actions aimed at concluding this Agreement, and who has Authentication Data for access to the Payment Service for use in order to manage the Account, access to the Payment Service. Electronic money on the Account Balance. **Confirmation Code** shall mean a unique sequence of numbers provided to the Customer by the Operator via SMS/PUSH message to his/her Subscriber number for the purpose of confirming the Payment and/or transfer.

Login is a 10-digit numeric combination of symbols that corresponds to the User's Subscriber number.

Legalization (laundering) of proceeds from crime is the involvement in the legal circulation of money and (or) other property obtained by criminal means, through transactions in the form of conversion or transfer of property representing the proceeds of criminal offenses, or possession and use of such property, concealment or concealment of its true nature, source, location, method of disposal, movement, rights to property or its accessories, if it is known that such property is the proceeds of criminal offenses, as well as mediation in the legalization of money and (or) other property obtained by criminal means;

OSON Mobile Application (Mobile Application) is an automated system of self-service and management of services, through which the User, after the registration procedure, is given the opportunity to manage his electronic wallet. Wallet management means activating/deactivating services, issuing a Card, using the Card in the form of a token through a mobile application, blocking/unblocking the wallet and the Card, managing limits, and disposing of the electronic money on the wallet, obtaining details on the services used, as well as performing other actions.

The computer program of the mobile application "OSON" (the Program) is an automated system of self-service and management of services, through which the User, after the registration procedure, is given the opportunity to manage his electronic wallet. Wallet management means activation/deactivation of services, issuance of the Card, use of the Card in the form of a token through the computer program of the mobile application, blocking/unblocking of the wallet and the Card, management limits, disposal of electronic money on the wallet, obtaining details on the services used, as well as performing other actions.

Notification shall mean a service provided by the Operator to send short text messages/notifications (Push/SMS notifications) to the User's Account registration number via the Operator's technical means about opening an e-wallet with the wallet number specified, about debiting operations (except for debiting payments in favor of the Service Operator) and replenishment of the User's Account. Notifications may also be sent to the Client's personal account.

Operator – OSON payments LLP, a payment organization of the Republic of Kazakhstan, which ensures the functioning of the electronic money system, including the collection, processing and transmission of information generated during transactions using electronic money, as well as determining the rules for the functioning of the electronic money system in accordance with the agreement(s) concluded with the issuer (issuers) of electronic money. Operator carries out support and maintenance of the OSON electronic means of payment.

Password shall mean a numeric code for access to the Mobile Application.

Client's personal data shall mean information relating to or an individual identified on their basis, recorded on electronic, paper and (or) other tangible media.

Payment Subagent is a legal entity and/or an individual entrepreneur who, under the terms of the agreement concluded with the Payment Agent, provides payment services for the sale of E-Money in order to replenish the Client's e-wallet in the payment service.

Payment is an operation for the transfer of information by the Client to the Issuer and settlements using Electronic Money in order to repay the Client's financial obligations to the Recipient of payment and/or transfer.

Payment services of a mobile application (Payment Service or Service) are a set of software and hardware, documentation and organizational and technical measures that ensure the provision of services to the Client for:

- access to the Account for the purpose of making Payments and/or transfers;
- collecting, processing, storing and providing consolidated information about the Payments and/or transfers made;
- informing (on behalf of the Client) recipients of Payments and/or transfers about the transactions performed, as well as other information technology services directly related to the above and necessary for their correct provision. The Payment Service allows you to register and manage the User's Account. The Service Operator organizes the work of the Service and provides services for accounting for the mutual rights and obligations of the Parties.

Replenishment of the Balance of the User Account (Replenishment of the e-wallet) means the deposit

of funds by the User (other person) in order to increase the balance of the Balance of the User's Account in one of the ways provided for by this Agreement.

A user device is a means of communication for individual use in the form of a personal computer, laptop, as well as a smartphone or tablet with a pre-installed operating system Android, IOS, generating communication signals for transmitting or receiving a given user information.

System Rules - Rules for the Activities of the Payment Organization OSON Payments LLP, posted on the https://oson.kz/assets/OSON_KZ_ru.pdf Internet resource, in the Mobile Application.

Registration shall mean the initial entry of the Login and Password for registration in the Mobile Application.

System Operator's Internet resource (website) is <https://oson.kz>.

Active User Status - the User's status set by the Operator to the User who has used the payment service for the purpose of making a Payment and/or transfer at least once within a consecutive 12 calendar months without taking into account other actions performed when using the payment service, including actions aimed at managing his/her User Account, obtaining consolidated information about the payments made and/or transfers, making other information requests to the Operator.

Inactive User Status - the status of the User set by the Operator to the User who has not used the Payment Service to make a payment and/or transfer for 12 consecutive calendar months and/or has not provided documents in accordance with the request of the Service Operator in case of Blocking the User's Account.

Tariff - a fee set by the Operator for a certain payment/payment service/services.

Terminal - software and hardware complexes of various types, including self-service machines, pos terminals (specialized cash register devices of the Point Of Sale type), stationary equipment, mobile devices of the pocket type, portable terminals and cash registers, as well as a settlement web server for authorization of payments and/or transfers in the information technology network Internet (payment gateway).

Goods - goods, works and services, as well as rights to the results of intellectual activity sold by recipients of Payment and/or transfer to end consumers (Users) for personal, family or household use under civil law transactions concluded between them.

Account – an electronic wallet that provides storage of Electronic Money, access to it for the purpose of making Payments and/or transfers.

Authorized body is a state body that carries out financial monitoring and takes other measures to counteract the legalization (laundering) of proceeds from crime, the financing of terrorism, the financing of the proliferation of weapons of mass destruction in accordance with the Law of the Republic of Kazakhstan "On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism".

Financing of terrorism is the provision or collection of money and (or) other property, the right to property or benefits of a property nature, as well as gifts, exchanges, donations, charitable assistance, the provision of information and other services, or the provision of financial services to an individual, or a group of persons, or a legal entity, committed by a person who was aware of the terrorist nature of their activities, or that the provided property, provided informational, financial and other services will be used to carry out terrorist activities, or provide support to a terrorist group, terrorist organization, illegal paramilitary formation;

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 and/or transfer in the Payment Services by other Participants of the Service.

Electronic Money Issuer (Issuer) – a second-tier bank that issues and redeems Electronic Money and provides settlements for Payments and/or transfers made by Customers.

Message - a method of certifying the User's order to make a payment and/or transfer by sending a message using a messenger program for the User's subscriber device controlled by mobile operating systems for the purpose of remote access of the User to the Service.

Push notifications are short pop-up messages sent to the User from the Operator through his browser to his User Device.

SMS Confirmation shall mean the Operator's service of sending service SMS messages to the User to confirm the Payment and/or transfer or to register in the Service.

SIM card is a subscriber's identification electronic module used in mobile communications, which identifies a mobile subscriber and provides access to the services of a telecom operator.

Terms for which definitions and meanings are not provided for in this Agreement shall be interpreted in accordance with the definition and meaning provided for these terms in the legislation of the Republic of Kazakhstan and the System Rules.

2. Subject of the Agreement

- 2.1. According to this Agreement, the Operator remotely provides services for:
- for the acceptance and processing of payments made using electronic money,
 - processing of payments identified by the client in electronic form, and transfer of the necessary information to the bank, organization carrying out certain types of banking operations, for making a payment and (or) transferring or accepting money according to payment data,
- as well as for the collection, processing and transfer of information generated during transactions using Electronic Money within the payment Service, for the purpose of the Client's settlements in favor of the recipients of the Payment and/or transfer, the service of issuing and servicing the Card, and the Client accepts these services and pays remuneration for them in the manner provided for by this Agreement.
- 2.2. The terms of this Agreement may be accepted by the Client only by acceding to them as a whole by performing implicative actions aimed at accepting the terms, after which this Agreement is considered concluded, which confirms the full and unconditional acceptance by an individual of all its terms and conditions without any exceptions and restrictions. This clause does not apply to Clients who have registered an account before accepting the terms of this Agreement, for such Clients the terms of this agreement come into force from the moment of any transaction with Electronic Money, including in the case of account management, receipt or request of information, etc.
- 2.3. Replenishment of the e-wallet, Payments and/or transfers, presentation of E-Money for redemption and other operations with e-money shall be carried out by the Client in the manner and on the terms provided for by this Agreement, and to the extent not regulated by this Agreement - by the System Rules. By accepting this Agreement by accepting its terms, the Subscriber confirms his consent and joins the System Rules in full without any exceptions and restrictions.
- 2.4. Procedure for the Client's accession to this Agreement:
- 2.4.1. To join this Agreement and register an Account in the Payment Service, the Client shall use the Subscriber number.
- 2.4.2 The Client's accession to this Agreement means that the Client has read and agrees with the terms of this Agreement and the System Rules.
- 2.4.3. The moment of the Client's accession to this Agreement is the moment when the Client performs one of the following actions:
- accession to the System Rules;
 - confirmation of his/her consent to the terms of this Agreement, expressed in the form of a mark (ticking) in the appropriate field, next to the text of this Agreement on the website or in any other resources or applications intended for User Devices;
 - self-registration of the Account in the Service through the Mobile Application.
- To register through the Mobile Application, you need to:
- a) install the Mobile Application;
 - b) enter the Subscriber number specified by the Client during registration into the registration form, the Subscriber number will be used as the User's name (Login) when using the Service.
 - c) after receiving an SMS confirmation containing the Authentication Data, enter such data in the registration form.
- Registration will be considered completed after the Client correctly enters the Authentication Data received from the Operator in SMS confirmation².
- 2.5. The Operator has the right to engage third parties to carry out its activities in accordance with the legislation of the Republic of Kazakhstan.
- 2.6. By acceding to this Agreement, the Client gives his/her unconditional consent to the collection and processing by the Operator of his/her personal and/or biometric data, including:
- surname, first name, patronymic (the latter – if any);
 - year, month, date, place of birth;
 - gender;
 - e-mail address (if any);
 - Individual identification number (IIN);
 - mobile phone numbers;
 - address of residence (registration),

- photo/video images;
- data of the identity document (if provided);
- other information in accordance with the requirements of the legislation of the Republic of Kazakhstan,

to perform, inter alia, the following actions (including, but not limited to): collection, processing, systematization, accumulation, storage, clarification (updating, modification), use, distribution, including cross-border transfer of personal data, transfer and receipt of personal data to third parties and from third parties (including owners and operators of state databases, from NJSC "State Corporation "Government for Citizens", credit bureaus, second-tier banks of the Republic of Kazakhstan, microfinance organizations, structural divisions/organizations of the National Bank of the Republic of Kazakhstan, telecom operators and other third parties engaged by the Operator for the processing of the Client's personal data) (including that which will be received in the future), depersonalization, blocking, destruction, for the purpose of concluding agreements with the Operator, performing concluded agreements, providing Personal Data to the Operator's partners (banks of the second tier level/microfinance organizations) for preliminary scoring and provision of proposals from such partners with the terms of issuing a bank loan, including between the Operator and third parties, compliance with the requirements of regulations on combating money laundering, as well as for the purpose of fulfilling other requirements of regulatory legal acts of the Republic of Kazakhstan. These actions can be performed with or without the use of automation tools. Consent to the collection and processing of the Client's personal data is valid for the period necessary for the purposes of their collection and processing, unless otherwise provided by the legislation of the Republic of Kazakhstan. Distribution of the Client's personal data in publicly available sources is not expected. By acceding to this Agreement, the Client gives his/her unconditional consent to the Operator's display of information about the E-wallet to the Client, including (but not limited to) data on the available balance of the E-wallet, the available balance of bonuses, payment transactions carried out using the electronic means of access "OSON wallet KZ", in mobile applications of third parties in order to provide joint offers and services.

- 2.7. By acceding to this Agreement, the Client understands and accepts the terms of remote interaction with the Company through the "Contact Us" section in the Mobile Application or by calling the phone number of the call center specified on the official Internet resource of the Operator.
- 2.8. By acceding to this Agreement, the Client agrees, on the condition that the consent specified in clause 2.6 of the Agreement is valid for 5 (five) years and/or until the withdrawal of such consent by sending a written application by the Client to OSON PAYMENTS LLP. The Client may not withdraw consent to the collection and processing of personal data in cases where it contradicts the laws of the Republic of Kazakhstan, or if there are unfulfilled obligations to the Operator/Card Issuing Bank.
- 2.9. In case of withdrawal of its Consent, the provision of the Service to the Customer by the Operator/Card Issuing Bank shall be terminated in full.
- 2.10. By acceding to this Agreement, the Client understands and accepts the terms of inadmissibility when interacting with the Operator's Employees in the Support Chat, using obscene language and/or correspondence in an offensive tone and/or a tone that violates the ethics of business correspondence expressing disrespect for the Operator's Employees. The Client is aware of the personal responsibility provided for by the legislation of the Republic of Kazakhstan for his actions, which may entail negative consequences for him.
- 2.11. By acceding to this Agreement, the Client confirms that he does not use and will not use the Payment Service in the future for the purpose of carrying out business activities, and does not contribute to such use of the Service by Third Parties. The Customer understands and agrees that the Operator does not cooperate with individuals who are registered individual entrepreneurs in terms of their business activities and under no circumstances is liable for the Customer's payments made in connection with the conduct of business activities by him or third parties using the Customer's Wallet – an individual, as well as the obligations of such individuals.
- 2.12. By acceding to this Agreement, the Client agrees to receive SMS messages and other messages, calls of an advertising and entertainment nature of the Operator and its partners.
- 2.13. The card is not intended for crediting the Client's salary, alimony and benefits. By joining this Agreement, the Client confirms that he is familiar with this condition and accepts it.
- 2.14. By acceding to this Agreement, the Client understands and accepts responsibility for the actions that led to the transfer of personal data and/or access to the Card to a third party/third parties, and these persons use the received data for criminal purposes, that in this case the Client may be recognized as an accomplice in the commission of a criminal offense as a person who contributed to the commission of a criminal offense by giving advice, instructions, providing information, instruments or means of committing this act or

removing obstacles to its commission, as well as a person who promised in advance to conceal the perpetrator, instruments or other means of committing a criminal offense, traces of this act or objects obtained by illegal means, as well as a person who promised in advance to purchase or sell such items. For the assistance provided to intruders in the transfer of personal data and/or access to the Card for use for criminal purposes, criminal liability is provided under Article 28 of the Criminal Code of the Republic of Kazakhstan "Types of accomplices in a criminal offense".

- 2.15. By this Agreement, the Client confirms that making a payment and (or) transferring money does not contradict the requirements of the Law of the Republic of Kazakhstan No 191-IV ZRK dated 28.08.2009. "On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism" and other regulatory legal acts of the Republic of Kazakhstan, is not subject to international economic sanctions, is not aimed at evading international economic sanctions, is not related to the financing of terrorist or extremist activities and other aiding and abetting terrorism or extremism, and is not aimed at financing terrorism or other criminal activities, activity.

3. Procedure for purchasing electronic money and using the payment service.

- 3.1. In order for the Operator to properly provide the service under this Agreement, the Client undertakes to accept it in the manner provided for by this Agreement and to replenish the Account balance in the amount at its discretion before the Operator begins to fulfill its obligations under this Agreement.
- 3.2. After self-registration of the Account in the Service in order to be able to use the Service (except for the services included in the Information Package), the Client is obliged to purchase Electronic Money from the Issuer/Agent/payment subagent in one of the following ways:
- a) depositing the appropriate amount of funds through the Terminal;
 - b) purchase of electronic money with a bank card;
 - c) replenishment of the purse from other accounts of electronic money systems or interbank settlement systems;
 - d) by transfer from the accounts of second-tier banks to the IBAN account of the Operator with the indication of the wallet number in the destination. Making a transfer to the specified IBAN account with the indication of the wallet number The User instructs the Operator to sell electronic money for the amount of the transfer and credit it to the electronic wallet (not available for unidentified customers). By making a transfer from his bank account, the Client instructs the Operator as the Agent to sell electronic money for the amount of the transfer. The terms of the service, restrictions and conditions for the return are specified in the description of the service on the Operator's website.
- 3.3. From the moment the Account is assigned to the Client, the latter has the right to receive services in the amount of transactions specified in the relevant sections within the Mobile Application at the Operator's tariffs.
- 3.4. The following services are available to the Client in the payment service:
- 1) purchase of Electronic Money from Agents (Payment Subagents);
 - 2) repayment of Electronic Money to the Agent/Payment Subagent;
 - 3) making Payments and/or transfers in favor of Merchants providing goods and services;
 - 4) making transfers of Electronic Money between individuals who are Clients;
 - 5) receipt of information services: information on transactions performed, the status of the current balance of their e-wallet, reference and other information regarding the functioning of the E-Money system;
 - 6) exchange of electronic messages in the Electronic Money System with other owners of electronic wallets;
 - 7) carrying out other operations provided for by the Agreement, the Rules of the System, agreements with participants of the Electronic Money System within the framework of the legislation of the Republic of Kazakhstan;
 - 8) receipt and use of the Card (only for identified Clients).
- 3.5. An individual who has been registered according to the established procedure receives the status of an unidentified owner of Electronic Money in the Electronic Money System. An unidentified owner of Electronic Money – an individual can undergo the identification procedure. Information on the methods of identification used in the Electronic Money System shall be posted by the Operator in the System Rules.
- 3.6. In order to manage risks and ensure financial security, the following restrictions are established:
Restrictions on adding cards: adding a card is available only to identified users; Connecting Kazakhstani international cards is available only to accounts registered to a Kazakhstani phone number; Users with KZ, UZ, RU and TJ citizenship who have passed identification can add KZ cards. Transaction restrictions: for

users with a KZ phone number and KZ citizenship — no more than 10 transactions or 400,000 KZT per day; For users with a KZ phone number and citizenship other than KZ, no more than 3 transactions or 150,000 KZT per day. When the set limits are reached: the user is sent a notification in the Telegram messenger; When the limit set for the number of transactions (3 or 10) is reached, the user is sent a push notification with the following content: "Your attention is required! To ensure security, your transaction is suspended. Please contact us."

3.6.1. Other restrictions on the types and amounts of transactions with E-Money and the conditions for their application, taking into account the requirements of the current legislation of the Republic of Kazakhstan and depending on the identification status of the owner of E-Money, including the one assigned to the Client's e-wallet, shall be established by the Operator and posted in the System Rules and on the Operator's website.

- 3.7. The Operator provides services for the issuance of the Card through the Service, provided that the Client has an account and undergoes the identification procedure. After receiving the Card, the Client becomes the cardholder. The rights and obligations, responsibilities when using the Card are specified in Appendix No 1 to this Agreement.
- 3.8. The card is used to make transactions with Electronic Money. The Parties acknowledge the combination of Authentication Data as an analogue of a handwritten signature, which is a necessary and sufficient condition for confirming the Client's right to carry out transactions with the Client's Electronic Money.
- 3.9. By making a transaction using the Card, the Customer instructs the Operator to transfer his/her Electronic Money to the Issuer in order to complete the Payment and/or transfer.
- 3.10. The Operator informs the Client about each transaction (Payment and/or transfer) by posting information in the "History" and "Notifications" sections of the Service. The User undertakes to independently check the information in the "History" section. If the User does not check the information about the transactions in the "History" section, the Operator is not responsible for the fact that the User has not received information about the transaction. The User acknowledges and confirms by accepting this Agreement that from the moment of posting information about the transaction in the "History" section, the Operator's obligation to inform the User has been duly fulfilled.
- 3.11. The Operator's services provided under this Agreement are paid services. The Client undertakes to pay for these services in the amount and in the manner established by the Tariffs.
- 3.12. The Operator has the right to refuse to carry out transactions with Electronic Money in the following cases:
 - attempts to make a transfer for an amount exceeding the balance of Electronic Money on the electronic wallet;
 - attempts to carry out a transaction for an amount exceeding the limit established by the legislation of the Republic of Kazakhstan or the Operator;
 - the need to identify the Client;
 - in other cases when the transaction may bring losses to the Operator or third parties.
- 3.13. The operator has the right to:**
 - 3.13.1. request from the Client any documents and information necessary to provide services and verify the compliance of the transactions carried out by the Client with the provisions of the legislation of the Republic of Kazakhstan, including the norms of the legislation of the Republic of Kazakhstan on combating and legalizing (laundering) proceeds from crime and financing of terrorism, as well as the applicable legislation on sanctions/export control measures;
 - 3.13.2. suspend the Customer's transactions, as well as refuse to perform a transaction if the transaction is prohibited by the legislation of the Republic of Kazakhstan, decisions of courts and other competent authorities of the Republic of Kazakhstan, the legislation of foreign states, acts of international organizations, international sanctions, applicable legislation on sanctions/export control measures, decisions of courts and other competent authorities of foreign states or their official explanations, or if the participant/beneficiary of the transaction is a person included in the list of persons subject to international sanctions or sanctions of foreign states;
 - 3.13.3. terminate business relations with the Client without sending a notice to the Client unilaterally by unilaterally refusing to execute the Client's instructions in cases provided for by the Law of the Republic of Kazakhstan
 - 3.13.4. "On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism" or international treaties ratified by the Republic of Kazakhstan;
 - 3.13.5. carry out due diligence and identification of the Client, his/her representative, beneficiary in

- accordance with the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism;
- 3.13.6. refuse/suspend the execution of the Client's orders to perform transactions on the e-wallet on the grounds provided for by the legislation of the Republic of Kazakhstan on combating and legalization (laundering) of proceeds from crime and financing of terrorism, as well as the Operator has the right in accordance with the legislation of the Republic of Kazakhstan on combating the legalization (laundering) of proceeds from crime and the financing of terrorism;
- 3.13.7. suspend the Client's transactions without explaining the reasons, if the Client fails to provide the documents and information necessary for the Operator to carry out financial monitoring of the Client's transactions.
- 3.13.8. refuse service in cases where:
- the data of the Client or the beneficial owner of the Client / or any of the authorized persons of the Client, or the person who controls the Client, coincide with the data of persons specified in the list of persons involved in money laundering and terrorist financing, in the list of fraudsters or false entrepreneurs, sanctions lists or lists of export control measures, or in other cases under the applicable legislation on sanctions/export control measures;
 - the Customer's country of residence coincides with the list of countries in respect of which sanctions or other restrictions have been imposed that make cooperation with the Operator unacceptable/undesirable, or in which the anti-money laundering and counter-terrorist financing policy has not been properly implemented;
 - For unjustified reasons, the Client does not provide information regarding his identification or transactions carried out by him, the availability of which is mandatory in accordance with the requirements of the legislation of the Republic of Kazakhstan, international requirements, internal regulatory documents of the Operator.
- 3.13.9. Regardless of the Client's identification status, request identity documents in cases expressly provided for by this Agreement or the System Rules, as well as:
- to connect additional services that require such a certificate;
 - in cases where the System Operator has doubts about the legality of the Client's actions and the proper use of the Service;
 - in other cases when the Client's actions affect the interests of the System Operator, other System Participants or third parties.
- 3.13.10. In case of erroneous/incorrect crediting of money to e-wallets and/or Cards by the Operator, block the corresponding e-wallet and/or Card and/or the amount of erroneous/incorrect crediting until the money is debited. The Client hereby gives the Operator consent to block the e-wallet and/or the Card and/or the amount of erroneous/incorrect crediting (regardless of the reason for such erroneous/incorrect crediting).
- 3.13.11. Do not pay out bonuses credited to the bonus wallet:
- in case of non-use of the Card for 12 months,
 - in case of violation by the Client of the terms of use of the Card or the terms of this Agreement.
- 3.13.12. The Operator has the right to unilaterally exclude Clients/Merchants from the bonus program based on the results of financial monitoring.
- 3.13.13. Limit the provision of the Service and/or change the level of identification of the Client, in case of revealing the fact and/or not providing information in accordance with section 3.14. of this Agreement.
- 3.13.14. The Operator has the right, in case of violation by the Client of clause 2.10. of Section 2 "Subject of the Agreement" without additional targeted notice to the User, to stop providing access to the Service. In addition, in case of violation by the Client of clause 2.10. of Section 2 "Subject of the Agreement", in accordance with the requirements of the Code of Administrative Offenses of the Republic of Kazakhstan, the Operator reserves the right to apply to the court to protect its rights and interests by filing a claim against the Client, as well as to demand compensation for losses and legal costs.
- 3.13.15. The Operator has the right to take measures to repay the Client's debt to the Operator on the transactions performed at the expense of the Client's funds on his personal account.
- 3.13.16. The Operator has the right to unilaterally determine the list of channels of remote communication with the Client, including, but not limited to, instant messaging systems (instant messengers), Push/SMS notifications, e-mail, postal mail to the Client's registration address (on paper).

3.14. The Client undertakes:

- 3.14.1. provide the Operator with duly executed documents in relation to transactions required to be presented in accordance with the legislation of the Republic of Kazakhstan, applicable legislation on sanctions/export control measures and/or internal documents of the Operator;
- 3.14.2. provide the Operator with information necessary for it to comply with the requirements of the legislation of the Republic of Kazakhstan on combating money laundering and financing of terrorism, including information on its beneficial owners, persons who control the Customer, as well as in accordance with the applicable legislation on sanctions/export control measures;
- 3.14.3. provide the Operator with reliable and complete information for the provision of the service (full name (patronymic – if any), details of the identity document, IIN, BIN, e-mail address and other information, including those established by the Law of the Republic of Kazakhstan "On Combating the Legalization (Laundering) of Proceeds from Crime and the Financing of Terrorism");
- 3.14.4. undertakes to notify and provide the Operator within 5 (five) business days in writing (in the Operator's Support Chat) with information about changes in details and changed details (full name, identity document, address of residence, change of citizenship/residency, obtaining a residence permit of the Republic of Kazakhstan and/or another country, etc.) and re-identify in the mobile Application of the Service.
- 3.14.5. Customer represents, represents and warrants that it is not a person or entity subject to sanctions or export controls with whom transactions are prohibited or restricted by the relevant sanctions or export controls.
- 3.14.6. Failure to comply with any of the representations and/or obligations set forth in this Agreement, which, in the reasonable opinion of the Operator, may lead to adverse consequences for the Operator, as well as the inclusion of the Client, its officers, managers, shareholders, beneficial owners, affiliates in the sanctions lists of foreign states, or the amendment of the applicable legislation on sanctions/export control measures, or the expansion or otherwise modification of the scope of application of the applicable sanctions/export control legislation may, by virtue of an official clarification or decision of the competent state authority of the relevant jurisdiction, be considered a material breach, giving the Operator the right to terminate this Agreement unilaterally immediately.
- 3.14.7. In case of erroneous/incorrect crediting and/or transfer of money to/from electronic wallet(s) and/or Cards as a result of a technical failure and other reasons, the Client undertakes to return to the Operator the erroneously/incorrectly credited or transferred money within 3 (three) business days in full from the date of notification by the Operator (the method of notification is chosen by the Operator independently).
- 3.14.8. To repay the debt to the Operator in a timely manner. The Operator has the right, and the Client hereby agrees to repay the debt to the Operator on the transactions performed at the expense of the funds of the Client's personal account.

4. Terms of Use of the Payment Service and the Card by a Minor.

- 4.1. Individuals can be Customers and Cardholders when they reach the age of 16 (sixteen) years, provided that they use the payment Service and make a Payment when paying for minor household purchases and purchases at the expense of their income (for example, scholarship, earnings, etc.) until full legal capacity.
- 4.2. The Minor Client undertakes to comply with the requirements of the legislation of the Republic of Kazakhstan and the System Rules, the terms of this Agreement.
- 4.3. The Minor Customer shall be solely responsible for the consequences of his/her actions using the Service, including with the help of the Card, and shall reimburse all losses caused to the Operator and/or third parties.
- 4.4. By acceding to this Agreement, the Minor Client confirms that he has received the necessary consents from legal representatives to conclude and perform this Agreement, including the conclusion of the Contract for the provision of cellular communication services with the mobile operator, and is responsible for violations of the terms of this clause to the Operator and/or third parties in the full amount of losses caused.

5. Processing of personal data of Service Users by the Operator

- 5.1. The processing of personal data of users of the Service is carried out in compliance with the following principles:
 - legality;
 - limiting the processing of personal data to the achievement of specific, predetermined and legitimate purposes;
 - preventing the processing of personal data that is incompatible with the purposes of collecting personal data;
 - preventing the unification of databases containing personal data, the processing of which is carried out for purposes incompatible with each other.
- 5.2. In the process of processing the Users' personal data, the Operator takes the necessary and sufficient legal, organizational and technical measures to protect personal data from unauthorized or accidental access to them, destruction, modification, blocking, copying, provision, distribution of personal data, as well as from other illegal actions in relation to personal data.
- 5.3. When processing the Users' personal data, technological and technical means and technological solutions are used aimed at depersonalizing the subjects of personal data when accessing the information containing personal data of persons directly involved in the process of processing personal data.
- 5.4. Users' personal data is stored in accordance with the legal and regulatory requirements established by applicable law. All Operator's informatization objects are located in a segmented secure perimeter with organized secure communication channels.
- 5.5. The Operator processes biometric and special categories of personal data of users.
- 5.6. When changing his/her personal data, the User agrees that such a change occurs on the same terms as the initial provision of his/her personal data, does not require additional consent, and the changed personal data are processed in the same manner as the originally provided personal data.
- 5.7. The Operator guarantees and ensures complete confidentiality of the Users' personal data processed when providing access to the functionality of the Mobile Application, except as expressly provided for in this section of the Agreement or applicable law.
- 5.8. The Operator receives or collects information for the provision of financial services, as well as the services of its partners and government agencies, including when installing and using the Mobile Application and accessing them, providing services to the User, as well as for the proper performance of contracts concluded with the Users.
- 5.9. Information, news and advertising mailings to the User are carried out to the Operators only if there is the User's consent to receive such mailings. The User can at any time unsubscribe from any mailings to which he has subscribed or otherwise given his consent.
- 5.10. The Operator has the right to transfer the Users' personal data to third parties in the following cases:
 - The User has expressly consented to such actions.
 - The transfer is necessary for the performance of the contract concluded with the User.
 - The transfer is provided for by the current legislation of the Republic of Kazakhstan and/or this Agreement.
- 5.11. The User has the right to demand that the Operator stop processing his personal data at any time.
- 5.12. The Operator processes personal data in order to:
 - compliance with and fulfillment of legal requirements,
 - fulfillment of the Operator's obligations to state authorities, in connection with the consideration of claims, debt collection and legal processes, to prevent fraud, misuse of services,
 - to ensure data security.

6. Termination of payment services, security and liability.

- 6.1. The User shall independently take all necessary measures to maintain confidentiality, prevent unauthorized use and protect his/her Authentication Data from unauthorized access by third parties.
- 6.2. The User undertakes not to disclose his/her Authentication Data to third parties. In case of loss, theft or other cases of disposal of the Customer's User Device or SIM Card from its possession, the Customer shall bear all risks associated with the use of this User Device and/or SIM Card by third parties until

- the System Operator is notified by contacting the remote customer support service, by sending a message using a specially designed contact form through the automated zone in Mobile application or website.
- 6.3. The User is notified and agrees that all transactions in the payment Service are carried out only if the User enters the correct Authentication Data, Confirmation Codes or commands transmitted via Message confirmation of payment and/or transfer, PIN code of the Card during the authorization process.
 - 6.4. The User undertakes to independently change the Password to the Service in case of its expiration or cancellation. Password change is carried out using the Subscriber number specified at the time of registration in the Service.
 - 6.5. The User may at any time temporarily block access to the use of the Service, the Card by contacting the System Operator's Support Chat.
 - 6.6. In case the System Operator suspects unauthorized access (attempt of unauthorized access) by third parties to the User Account using the Authentication Data of such User, or in case of expiration of the Password, the System Operator offers the User to change the Password, of which the System Operator notifies the User by means of an SMS message/Push notification to the Subscriber number specified by the User at the time of registration in the Service. At the same time, the System Operator has the right to suspend the use of the Service at its own discretion.
 - 6.7. When registering the User's Account in the Service, the User is automatically connected to the service of SMS confirmation of the Payment and/or transfer made using the Service. The Operator also reserves the right not to send the Confirmation Code to the User as part of the provision of the SMS confirmation service, provided that the System Operator suspects the illegality of the Payment and/or transfer being made, and the User has entered the correct Authentication Data. The SMS confirmation service is free of charge and is provided to the User in order to increase the level of security of making Payments and/or transfers using the Service. If the Operator has sufficient grounds to believe that a third party has gained unauthorized access to the User Account, the Operator has the right to suspend the provision of the SMS confirmation service. The Operator's renewal of the SMS confirmation service to the User shall be his/her right, not an obligation.
 - 6.8. The System Operator undertakes to maintain confidentiality in relation to the User's data, as well as other information about the User that has become known to the Operator in connection with the use of the Service by the User, except in cases when:
 - such information is publicly available;
 - information is disclosed at the request or with the permission of the User;
 - information shall be provided to the User's counterparties to the extent necessary to fulfill the terms of this Agreement;
 - information requires disclosure on the grounds provided for by the legislation of the Republic of Kazakhstan, or on suspicious transactions, or upon receipt of relevant requests from the court or authorized state bodies.
 - 6.9. The Operator has the right to develop and implement additional security measures for the use of the Service at any time without additional targeted notice to the User. The Operator shall post a notice on the introduction of such additional security measures and the actions of the Users in connection with the introduction of such measures (if applicable) on the website/Mobile application.
 - 6.10. The Operator has the right to set limits on transactions made by minor Clients, Clients who have joined the service for the first time, and other groups of Clients, in accordance with the gradation determined by the legislation of the Republic of Kazakhstan and the Company's rules. At the same time, the Operator is exempt from liability in case of exceeding the limits on transactions carried out by the User, which arose through no fault of the Operator.
 - 6.11. In case of termination of the contract for the provision of cellular communication services with the cancellation of the Subscriber number specified by the User when registering the User Account, the User is obliged to stop using the Service using the Authentication Data, including the above-mentioned canceled Subscriber number, and terminate this Agreement. If the Operator has sufficient grounds to believe that the contract for the provision of cellular communication services in relation to the Subscriber number has been terminated, the Operator has the right, in order to prevent access by third parties to information about the User and the Payment and/or transfer in the Service, unilaterally, without prior notice, to block access to the User's Account, to stop displaying consolidated information about the Payments and/or transfers made by the User to the the period of validity of the Agreement, as well as not to accept the Authentication Data entered by the User, including the above-mentioned canceled Subscriber number, for access to the Account.

- 6.12. In case of violation by the User of the obligations provided for in this section, including, but not limited to: suspicious transactions, as well as in other cases, the Operator, at its discretion, has the right to block the User's access to the use of the Service without additional notice:
- a) for the period of elimination of the violation by the User (including the provision of documents/information at the request of the Operator) or
 - b) indefinitely, with the termination of this Agreement unilaterally without prior notice.
- 6.13. The User shall be fully liable for losses, including damage caused to the User, the Operator, the Issuer, third parties involved in settlements for Payments and/or transfers, in cases of misuse of the Subscriber number, failure to notify the Operator of the termination of the contract for the provision of cellular services, change of the Subscriber number.
- 6.14. The right to use the Service after registering an Account is exclusive and non-transferable. In case the Client transfers his/her Authentication Data and/or code word to a third party, the Client is fully responsible for the actions performed by such third parties using the Service, as well as for the damage caused by such third parties.
- 6.15. The Operator shall not be liable for the damage caused to the User in the event of the transfer of the right to use the Service, Authentication Data, confirmation codes, code word to third parties or failure to notify the Operator of unauthorized access to the Service or account in the manner prescribed by this Agreement or the System Rules, errors when replenishing electronic wallets, in the details of the Payment and/or transfer, or other erroneous actions or operations in the Service. By agreeing to the terms and conditions of this Agreement, the Client confirms that he/she is aware of the obligation to ensure the confidentiality and protection of his/her data for access to the Account and/or the Card, assumes all the above obligations and is aware of the following possible risks when using Electronic Money, namely:
- 1) possible fraudulent activity of third parties with the Client's Electronic Money when transmitting and receiving the Client's Authentication Data through unsecured channels;
 - 2) the possibility of loss of authentication data and untimely notification of this fact to the Operator, for the timely blocking of the Client's wallet;
 - 3) The Client confirms that the Operator is not responsible for the unauthorized interception and/or use of the Client's data and/or transactions, for reasons beyond the control of the Operator, as well as for the actions of third parties and/or transactions concluded by third parties as a result of the use of these transactions with the consent of the Client.
- 6.16. The Operator shall not be liable for the temporary inoperability of the Payment Services of the mobile application and/or the ED System, failures and errors in the operation of hardware or software, failures of the limits set by the Operator that occurred through no fault of the Operator, and in this case shall not be liable for possible losses of the Client.
- 6.17. The Operator shall not be responsible for the content and form of advertising, informational and other materials and (or) other information sent by third parties to the Client who has agreed to receive these materials and/or information or has provided an opportunity for third parties to receive data on their subscriber number.
- 6.18. In case of illegal actions of third parties aimed at interfering with the operation of the Payment Services of the mobile application and/or the ED System, not related to the use of the Client's personal data, the Operator is responsible for the Client's losses within the amount on the Client's wallet account at the time of the start of such actions.
- 6.19. The Parties undertake the following obligations:
- not to carry out illegal financial transactions, illegal trade, money laundering operations, terrorist financing and any other transactions in violation of the legislation of the Republic of Kazakhstan through the Service;
 - not to use the Service for business activities, as well as for any illegal purposes, including payment for goods, works and/or services prohibited by the legislation of the Republic of Kazakhstan.
 - to prevent attempts of illegal trade, illegal financial transactions, operations aimed at legalization (laundering) of proceeds from crime and financing of terrorism.
- 6.20. The User may not use the Service to perform transactions aimed at systematically making a profit or hiding income. The User is aware of the liability established by law for carrying out entrepreneurial activities without registration or in violation of the rules of registration, for violation of licensing requirements. The User may not use the Service to perform any transactions related to the financing of political and public activities of any persons, including non-profit and public organizations, with the exception of religious and charitable organizations registered in accordance with the established procedure. The Operator has the right to unilaterally block access to the use of the Service and/or

terminate this Agreement unilaterally without prior notice in case of violation of this clause by the Users.

- 6.21. The Operator reserves the right to refuse the User to make a Payment and/or transfer using the Service (block access to the use of the Service), including in case of doubts about the legality of the User's actions, as well as non-compliance of the User's actions with the terms of this Agreement, including the provision of inaccurate information about the Subscriber number and the availability of a valid contract for the provision of cellular services, concluded by the User with the mobile operator. At the same time, the Operator has the right to demand from the User:
- provision of additional information about the User's transactions using the Service (including documentary, on paper);
 - presentation of documents (provision of their notarized copies) indicating the data identifying the User.
- 6.22. The Operator does not regulate and does not control the legality of the User's transaction with the recipient of the Payment and/or transfer, its terms, as well as the fact and consequences of the conclusion, execution and termination of a civil law transaction, including in terms of the cost, commissions of third parties related to the Payment and/or transfer, refund of payment for such transaction and payment by the User and/or the recipient of the Payment and/or transfer of applicable taxes and fees. Also, the Operator does not consider the User's claims regarding the non-fulfillment (improper performance) by the recipient of the Payment and/or the transfer of its obligations under the transaction, including the obligations to transfer the goods/services purchased by the User by the latter. In case of return by the recipient of the Payment and/or transfer of money for the goods and/or services purchased by the User, the refund is made to the User's electronic wallet, taking into account the System Rules.
- 6.23. The Operator, on the basis of the Client's written application for reimbursement of an unauthorized transaction, takes measures to establish the fact of unauthorized Payment and/or transfer and, within 15 (fifteen) calendar days from the date of receipt of such application, reimburses him the amount of money in the amount of the unauthorized transaction or sends a notice of refusal to reimburse the unauthorized transaction.
- If additional study is required by obtaining information from third parties or conducting an inspection, the Operator considers the application and makes a decision on it within 45 (forty-five) calendar days, notifies the Client about it.
- Refusal to refund an unauthorized transaction is carried out if there are grounds, signs or facts confirming a violation of the terms of this Agreement, the System Rules, the legislation of the Republic of Kazakhstan, the applicable legislation on sanctions/export control measures or its participation in fraudulent transactions using the Service.
- 6.24. The Operator shall consider the Client's requests, including in the event of disputes related to the use of the Card or its details, within a period of no more than 45 (forty-five) calendar days from the date of receipt of such applications. The Client is sent information about the results of consideration of applications, including in writing (at the request of the Client).
- 6.25. The Parties shall be exempt from liability for partial or complete non-fulfillment of obligations under this Agreement, if such non-fulfillment was the result of force majeure circumstances that arose after the conclusion of the Agreement and lasting more than 30 (thirty) calendar days in a row, which the Parties could neither foresee nor prevent by reasonable measures. Such circumstances of an extraordinary nature include: floods, fires, earthquakes and other natural phenomena, as well as military actions, entry into force of legislative acts, government resolutions and orders of state bodies, regulatory legal acts of the National Bank of the Republic of Kazakhstan, directly or indirectly preventing the Parties from fulfilling their obligations under this Agreement, computer system failures and any other circumstances beyond reasonable control parties. A party that is unable to properly perform its obligation shall immediately notify the other party in writing of the circumstance preventing the performance of the obligation, the expected duration and termination of such circumstance. Proper evidence of force majeure circumstances is a certificate or other document of the authorized body of the country in which the force majeure circumstance or its direct consequences took effect.
- 6.26. If the Operator reasonably believes that the resources or services are used for the purpose of money laundering or terrorist financing, the Operator has the right to immediately block the User's access to the Use of the Service without additional notice with the transfer of the relevant information to the Authorized Body.
- 6.27. The Operator regularly checks the Users for being on the lists of organizations and persons involved in terrorist and extremist activities, based on the data of law enforcement and special state bodies of the

Republic of Kazakhstan. In case of coincidences, the Operator has the right to immediately, without additional notice, block the User's access to the use of the Service with the transfer of the relevant information to the Authorized Body.

7. Final provisions.

- 7.1. This Agreement shall enter into force from the moment of acceptance of its terms in the manner prescribed by this Agreement and shall be valid for an indefinite period or until its termination.
- 7.2. The Client has the right to block and/or refuse to use the Payment Service at any time, while the termination of the use of the service does not release the Client from the debt that arose before such termination of use. The actual termination of the Agreement under this clause occurs after the completion of mutual settlements between the Parties.
- 7.3. The Client has the right to terminate this Agreement in compliance with the requirements of the System Rules, as well as by submitting an Application for closing the electronic money wallet and electronic payment means in the form approved by the Operator in one of the selected ways:
 - In the Mobile Application in the "Applications" section,
 - In the Mobile Application in the "Contact Us" section,
 - By sending a notification to the official e-mail of the Operator,30 (thirty) calendar days before the date of termination with the subsequent closure of all e-wallets, except for termination due to termination of the Cellular Service Agreement with the mobile operator. The procedure for closing the e-wallet and the Card shall be carried out by the Operator within 45 (forty-five) business days¹ after the submission of the Application for closure of the e-wallet. debts in connection with the use of the Service or the Card.
- 7.4. Redemption of electronic money upon termination of this Agreement shall be made in accordance with the terms of the System Rules.
- 7.5. The Agreement terminates after the full completion of mutual settlements between the Operator and the Client. Termination and termination of the Agreement is the basis for the closure of the e-wallet and the Card.
- 7.6. The Operator has the right to block the use of the Service and/or terminate this Agreement in case of any violation by the User of the terms of use of the Service or this Agreement, or on other grounds provided for by this Agreement or the current legislation of the Republic of Kazakhstan without prior notice. In case of termination of the Agreement at the initiative of the Operator in the absence of the Client's debt and if there is electronic money on the Account, the Operator shall return them to the Client using the details of the bank account opened in the name of the User in a second-tier bank of the Republic of Kazakhstan. At the same time, bonuses accrued earlier to the bonus balance are not subject to refund/return/withdrawal/transfer.
- 7.7. The Parties will make every effort to resolve through negotiations all disputes and disagreements that have arisen in the course of the execution of this Agreement or in connection with it. If it is impossible to resolve the dispute through peaceful negotiations within 30 (thirty) days from the date of sending the relevant notice of the existence of a dispute by one of the Parties to the other Party, all disputes arising under this Agreement shall be resolved in court. The language of the proceedings will be Russian. Legal relations arising from this Agreement shall be interpreted and regulated in accordance with the legislation of the Republic of Kazakhstan.
- 7.8. Neither Party may assign its rights and obligations under this Agreement to any third Party without the prior written consent of the other Party.
- 7.9. The Operator has the right to terminate the provision of the Service or change the procedure and conditions for its provision, make changes to this Agreement unilaterally by posting such changes/notifications on the website/Mobile Application 3 (three) calendar days before such changes and additions come into force. Continued use of the Service confirms the Client's consent to changes and additions to the Agreement and their full and unconditional acceptance.
- 7.10. The Operator's obligations are considered terminated, and this Agreement is automatically terminated upon the occurrence of one of the following events:
 - a) upon reaching the Account of the User who has been assigned the Inactive User Status to zero balance;
 - b) assigning the Status of an inactive User to a User whose User Account has a zero balance.
- 7.11. The Client independently receives information about changes in the Service by accessing the

¹ The term is determined by the Rules of the IPS Visa

Operator's website/Mobile Application.
7.12. All annexes to this Agreement are an integral part of it.

Card Terms of Use

1. The Cardholder undertakes to accept and use it in accordance with the Agreement and these Terms and Conditions, to pay for the Card Operator's services in a timely manner in accordance with the Operator's Tariffs.
2. It is allowed to reissue the Card at least 1 (one) time in 6 (six) months, with the provision of an explanation of the reason for the reissue by the Client.
3. The Card is the property of the Card Issuing Bank.
4. The Operator shall service the Card.
5. The Cardholder gives his/her consent to the sending of SMS/Push messages by the Operator of notifications/notifications to the Subscriber number of the mobile operator, specified by the Cardholder when registering in the Service, about transactions with his card(s), other services, services of the Operator and/or its partners.
6. The wallet to which the Card gives access is maintained in Kazakhstani tenge.
7. The card is a tool for accessing the electronic money wallet.
8. The Cardholder shall give his/her consent to the automatic re-issuance of the Card by the Operator upon its expiration, if the Client has been using the Service for at least 3 (three) consecutive months and does not violate the terms of the Agreement, as well as if the Client has up-to-date identification data. The Card is issued with the preservation of its number, the continued use of the Service confirms the Cardholder's consent to the terms of use of the card.

2. Rights and Obligations of the Parties

2.1. The Cardholder has the right to:

- 2.1.1. use the Card in accordance with the terms of the Agreement and the Service;
- 2.1.2. receive statements on transactions from the wallet in accordance with the Operator's Tariffs;
- 2.1.3. apply to the Operator with an oral and/or written application for blocking/unblocking the Card;
- 2.1.4. dispute the amounts included in the Card statement within no more than 30 calendar days from the date of the statement, but no later than 45 calendar days from the date of the transaction. Disputing the amount is carried out by submitting an Application in writing to the Operator signed by the Cardholder with the attachment of available documents (check for the disputed amount);
- 2.1.5. remove/change individual limits and restrictions on the Card within the limits established for this category of customers;
- 2.1.6. carry out transactions according to the list of transactions available for the payment Service.

2.2. The Cardholder undertakes:

- 2.2.1. return to the Operator the money erroneously credited to the Card;
- 2.2.2. comply with the requirements of the legislation of the Republic of Kazakhstan, the Agreement when using the Card;
- 2.2.3. make a payment and/or transfer with the Card within the established limit in accordance with the terms of this Agreement and the Rules;
- 2.2.4. timely place the necessary amount of money on the Mobile Balance or wallet to ensure the execution of the transaction
- 2.2.5. timely pay commission fees and/or fines to the Operator in accordance with this Agreement and the Operator's current Tariffs;
- 2.2.6. pay the Operator in full for transactions made using the Cards, certified by the PIN code, password or signature of the Cardholder or using the Card details;
- 2.2.7. ensure the safety of the Card, the secrecy of the PIN code and the code word. Not to disclose information about the PIN code to third parties, including employees of the Operator. It is forbidden to write down the PIN code and/or code word in the phone notes or other easily accessible sources for third parties;
- 2.2.8. not to transfer the Card, code word and PIN code for use by third parties. In case of transfer of the Card, code word and/or PIN code of the Cardholder to someone for use, all money spent using the Card will be attributed to the Cardholder unconditionally;

- 2.2.9. in case of loss or theft of the Card, immediately contact the Operator with a written application for blocking the Card in the Operator's support chat;
- 2.2.10. ensure the safety of the Card and the data printed on the front and back of the Card (Card number, expiration date, CVV/CVV2 code, etc.);
- 2.2.11. upon receipt of a written notice or SMS message from the Operator (the method of notification is chosen by the Operator independently), in order to prevent fraudulent transactions with the Card, to stop using the Card;
- 2.2.12. independently make all settlements with the tax authorities;
- 2.2.13. not to use the Card for business purposes;
- 2.2.14. unconditionally reimburse all costs and legal costs incurred by the Operator through the fault of the Cardholder and/or related to the blocking of the Card;
- 2.2.15. in case of an Overdraft on the Card, repay the debt within 10 (ten) business days from the date of sending a written notice or SMS message by the Operator (the method of notification is chosen by the Operator independently);
- 2.2.16. follow the Operator's recommendations regarding the prevention of fraudulent transactions;
- 2.2.17. use a dynamic 3D-Secure password to confirm transactions on the Internet, as well as postal and telephone orders, except for websites where confirmation of a dynamic 3D-Secure password is not provided.

2.3. The operator has the right to:

- 2.3.1. unilaterally change with subsequent notification of the Cardholder by SMS/push notifications/posting information on the Operator's website:
 - the Operator's tariffs, limits and restrictions on transactions using the Card;
 - other terms of service not specified in the Agreement.
- 2.3.2. not to accept for consideration the Cardholder's claim for payment and/or transfer in case of violation of the procedure provided for in cl. 2.1.4. of this Agreement;
- 2.3.3. block the Card (including with the right to subsequently withdraw it and terminate the Agreement unilaterally):
 - in case of violation by the Client of the terms of the Agreement and other requirements of the Operator;
 - upon receipt of a notification from the Customer about the loss/theft of the Card, as well as in case of unauthorized access to the Card;
 - if the Client is indebted for any obligations to the Operator;
 - if there is a suspicion of fraudulent transactions with the Card;
 - Failure to use the Card for 12 months;
 - in other cases provided for by the Agreement and/or the legislation of the Republic of Kazakhstan, the Rules of the IPS VISA;
- 2.3.4. cancel and/or withdraw the Card at its own discretion in case of repeated occurrence of the Overdraft on the Cardholder's Card;
- 2.3.5. cancel the Card and terminate the Agreement in cases of non-fulfillment by the Cardholder of the obligations set forth in these terms;
- 2.3.6. initiate the process of reissuing the Card in case of suspicion and/or receipt of a notification from the IPS VISA about the fact of compromise of the Card details.
- 2.3.7. The Operator shall not reimburse the Customer for the disputed amounts of payments and/or transfers made on the Card in case of non-compliance with the conditions established by clauses 2.2.2., 2.2.7., 2.2.8. of this Agreement;
- 2.3.8. The Operator shall not reimburse the Customer for the disputed amounts of payments and/or transfers made on the Card, if the verification reveals that the transaction was made by a person who is not the legal Cardholder,
- 2.3.9. prohibit debit transactions on the Card in case of their non-compliance with the requirements of the legislation of the Republic of Kazakhstan and the Operator's internal documents;
- 2.3.10. refuse to issue the Card to the Customer if the Customer does not meet the Operator's requirements;
- 2.3.11. set limits and restrictions on certain types of payments and/or transfers in order to prevent fraudulent transactions and protect the Client from unauthorized access to the Card;
- 2.3.12. choose the method of notification by the Operator (in writing via remote service channels, PUSH or SMS) in case of blocking the Card at the initiative of the Operator;
- 2.3.13. refuse to remove/change the limits and restrictions on the Card to the Customer;

2.3.14. Refuse to compensate the Client for damage provided that:

- transactions were carried out by confirming the entry of the PIN code and 3D-Secure;
- The Client has violated the Terms of Use of the Card (transfer of the Card to 3rd (third) parties, storage of the PIN code, code word and the Card in one place, the Client facilitated fraudulent transactions, etc.).

3. The Operator undertakes:

3.4.1. provide service to the Cardholder in accordance with the standards of the Visa International Payment System and in accordance with the Agreement and internal documents of the Operator;

3.4.2. notify the Cardholder of changes in the Operator's Tariffs by posting information on the Operator's Internet resource;

3.4.3. notify the Cardholder in writing or by PUSH and/or SMS (the method of notification is chosen by the Operator independently) in case of blocking of the Card at the initiative of the Operator.

3.4.4. Notify the Cardholder of transactions made using the Card in one of the following ways:

3.4.4.1 by sending a PUSH and/or SMS message.

At the same time, the Operator's obligations to send a notification are considered to be duly fulfilled when sending a PUSH and/or SMS message, from this moment the Operator's notification of the transaction made using the Card is considered to be received by the Cardholder;

3.4.4.2. by providing information about the transaction through the Operator's Support Service.

4. Settlement conditions

4.1. For the services provided with the Card, the Operator shall charge a fee in the amount established by the Tariffs.

4.2. when making a Payment and/or transfer in a currency other than Kazakhstani tenge, the amount of the transaction is calculated:

- from the transaction currency to the wallet maintenance currency. In this case, the exchange rate and rules established by the international payment system VISA International are applied;

4.3. The conversion rate of transactions in the currency of the international payment system VISA International and/or the conversion rate for currency transactions of the bank, set on the date of processing the relevant financial confirmation of the transaction, may differ from the corresponding conversion rate set at the time of Authorization, as a result of which an overdraft may occur, which is payable first when the money is received in the wallet.

5. Liability of the Parties

5.1. The Operator, the Card Issuing Bank are not responsible for:

- refusal of a third party to service the Card;
- for the quality of cellular communication and in cases when the transfer of information was impossible, including through the fault of the mobile operator or third parties;
- quality of goods, works and services purchased with the Card;
- limits, restrictions and additional fees for payments and/or transfers made using the Card, established by a third party, which may affect the interests of the Client;
- consequences of untimely application of the Cardholder with an application to block the lost/stolen Card;
- losses incurred by the Cardholder as a result of malfunction or improper functioning of a smartphone, payment terminal or other electronic device with the help of which the Card transaction was carried out;
- listening, interception of transmitted information or other access to cellular communication channels and e-mail by other persons when providing the SMS confirmation service, monthly Card statement, Code Word, PIN code and 3D-Secure password;
- losses incurred by the Cardholder as a result of unauthorized use of the Card, including via the Internet, postal and telephone order, etc.;
- losses incurred due to negligent storage of information printed on the front and back of the Card (Card number, expiration date, Name and Surname, CVV/CVV2 code, Code word, etc.);
- unauthorized access/receipt/use and disclosure (through no fault of the Operator) of the Code Word, PIN code and dynamic password 3D-Secure to confirm transactions on the Internet, as well as postal and telephone orders, including eavesdropping, interception of transmitted information or other access to cellular communication channels and landline phones in the process of installation by the Card holder of the PIN code and/or Code word, as well as postal and telephone orders, in IVR (Interactive Voice Response module, Operator's contact center systems);

5.2. The Cardholder is responsible for:

- consequences of untimely application to the Operator to block the lost/stolen Card – in full amount of damage caused to the Operator/third parties;
- non-return of money to the Operator erroneously credited to the Card - in accordance with the legislation of the Republic of Kazakhstan;
- insufficient control over the spending of money on the Card, non-compliance with the System Rules and the provisions of the Agreement – in full amount of losses caused to the Operator;
- expenses and legal costs incurred by the Operator through the fault of the Cardholder – in the full amount of damage caused to the Operator;
- for the consequences of untimely replacement of the Card, after visiting countries with an increased risk of fraud, as well as for the consequences of the Cardholder's refusal (for any reason) to replace the Card when notifying the Operator of the need for such replacement of the Card. At the same time, the Operator shall not be liable and shall not reimburse the amounts of money unauthorizedly withdrawn from the Card in the above cases;
- failure to provide or untimely submission at the request of the Operator of an application for consideration of a disputable situation and/or documents related to the disputable situation (for example, a receipt for payment for goods/services in cash, materials on correspondence with an Internet entrepreneur indicating the Client's attempts to resolve the disputable situation independently, etc.);
- the consequences of transactions carried out with the Card, including on the Internet, as well as by postal and/or telephone orders;

The Cardholder has the right to refuse to use the Card by closing it in the Mobile Application in the absence of unfulfilled obligations on Card transactions.

**RULES SAFETY WITH USE PRODUCTS OSON
ACCESS TO THE E-WALLET**

In order to safeguard your funds on the electronic wallet to which the access card is linked, we ask you to follow the following RULES

1. *General safety measures and risk minimization*

- Never share or share access card details with anyone over the phone or send them by e-mail, SMS/PUSH, etc.;
- Never share your account login and password with anyone;
- Never disclose your PIN code to anyone. When replacing the PIN code with a new one invented by you, avoid obvious, easily assumed numerical combinations, for example, the end of your phone number, the date of your birthday, etc.;
- Destroy any documents that are no longer needed, where the full number of your access card is indicated;
- Always check the receipt, pay attention to the amount of the purchase paid by card indicated in it. Keep copies of receipts confirming transactions of payment for purchases and cash withdrawals from ATMs;
- Check your account statement regularly. Check the amounts of purchases paid with the card with the receipts you have. Check the statement to see if it shows any unknown transactions that were not made by you;
- In case of loss or theft of the access card/details/phone, or detection of unauthorized charges from your access card, the access card must be immediately blocked by yourself in the application or by contacting the Support Service in case of unavailability of the smartphone with the application;
- You need to know who has access to your access card/details. If your access card has been used by a member of your family (spouse, children or parents), with or without your knowledge, you are responsible for their access card transactions;
- If there are problems with the service, contact the Support Service in the chat and provide the date/time of the refusal, the amount of the transaction and the name of the organization where the refusal occurred;
- To reduce the risk of fraudulent transactions, standard quantitative limits for spending money on the access card and limiters of transaction activity have been established, which can be canceled/changed according to the parameters and periods of validity by contacting the Support Service at your own risk.

2. *Security measures when making non-cash payments for goods (works, services) via the Internet, phone/fax, mail*

- Use well-known sites or sites you trust. Do not leave access card details on unfamiliar or dubious sites;
- When conducting transactions, make sure that the store has published obligations to protect customer data, and the contact details of the organization are present on the site. If possible, make sure that the address and phone number indicated on the site are correct;
- Before participating in any survey, prize draw or game that requires you to provide information about yourself, please read both the site's privacy policy and the game rules where you can find an answer to the use of the information you provide;
- Please ensure that this website gives you a choice: you can either accept the invitation to participate or withdraw your consent to participate;
- In order to avoid unplanned expenses, timely monitor and cancel, if necessary, paid subscriptions to games and applications, any paid content where you have set up an access card as the source of payment;
- Be careful, websites can be used by fraudsters in order to obtain confidential information (to order a product/service, customers are asked to fill out

electronic forms and specify the details of bank accounts, access cards, including PIN code). There are, for example, such types of fraud as the twin site of a well-known online store; "fly-by-night store"; Be careful when conducting transactions via the Internet and providing your personal information and information about your access card.

BLOCK THE CARD IMMEDIATELY IF:

- Payment details of the access card have become known to other persons, the access card has been lost/stolen;
- You received a message about a transaction that you did not make;
- You have discovered that unauthorized transactions have been made with your access card.