

**"APPROVED"**

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

**"AGREED"**

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

**RULES OF THE PAYMENT ORGANIZATION -  
OSON PAYMENTS LIMITED LIABILITY PARTNERSHIP  
IN RELATION TO SERVICES FOR THE SALE (DISTRIBUTION) OF  
ELECTRONIC MONEY AND PAYMENT CARDS**

**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 sale (distribution) of electronic money and payment cards 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 organizing 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 sale (distribution) of electronic money and payment cards.

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](http://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, conducting 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) and other agreements are posted on the Operator's website. The forms of agreements shall be approved by the Operator and, if necessary, in agreement with the Electronic Money Issuer and/or the Payment Card Issuer.

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:

**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.

**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.

**Payment card holder** is an individual who uses a payment card in accordance with the payment card issuance agreement or, if the payment card is prepaid, an individual who carries out transactions with its use. The holder of a corporate payment card is an authorized representative of a legal entity that is the owner of a bank account.

**OSON Operator's website** (hereinafter referred to as the Operator's website) is a website located on the Internet at the [www.oson.kz](http://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.

**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.

**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 purchasing Electronic Money and/or receiving Payment Cards.

**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.

**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.

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

**Payment card** is a means of electronic payment, which contains information that allows its holder to make payments and (or) money transfers or receive cash, or exchange currencies and other operations determined by the issuer of the payment card and on its terms by means of electronic terminals or other communication channels.

**Payment Service** – a payment service provided by the Operator through OSON for the sale (distribution) of Electronic Money and Payment Cards.

**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.

**OSON Participants** (hereinafter referred to as the Participants) are the Electronic Money Issuer, the Payment Card Issuer 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 performing 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 Payment Cards** – a bank that issues payment cards, including a parent bank or a subsidiary bank, as well as an acquiring bank in case of transfer of assets and liabilities of the bank that issued payment cards to it, in accordance with the Law of the Republic of Kazakhstan dated August 31, 1995 "On Banks and Banking Activities in the Republic of Kazakhstan".

**Issuer of Electronic Money** – the National Bank of the Republic of Kazakhstan, the bank and the National Postal Operator (Kazpost JSC), 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 OSONTM mobile application, through the use of OSON software and (or) other technical devices.

3.2. In OSON, you can:

3.2.1. purchase Electronic Money;

3.2.2. receive a Payment Card.

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. registration of the Personal Account;

3.3.2. opening of e-wallets;

3.3.3. purchase of Electronic Money;

3.3.4. receipt of a Payment Card.

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

3.4. The functionality of Electronic Money Issuers and Payment Card 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. 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 the sale (distribution) of Electronic Money and Payment Cards shall be provided in accordance with the procedure agreed with the Issuer of Electronic Money and the Issuer of Payment Cards 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 the Customers, the Operator must have the relevant agreements in force with the Electronic Money Institution and/or the Payment Card Issuer.

4.3. The Operator shall post information about the current Issuer of Electronic and/or Payment Cards on the Operator's website.

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

##### **5.1. Sale (distribution) of Electronic Money.**

5.1.1. Sale (distribution) of E-Money to the Client shall be carried out by the Operator on the basis of an agreement concluded with the E-Money Issuer, in which the Operator acts as an agent of the E-Money system, and shall carry out activities for the acquisition of E-Money from the E-Money Issuer and other persons for the purpose of its subsequent sale to the Clients.

5.1.2. In order to purchase E-Money, the Customer must register the E-Wallet. To register an e-wallet, the Client must familiarize himself with the terms of the Operator's public offer agreement posted on the Operator's website, and, in case of agreeing to the terms, the Client accepts the offer.

5.1.3. Purchase of E-Money and subsequent replenishment of the E-Wallet balance is carried out by replenishing the E-Wallet by the Customer by non-cash payment or in cash through the electronic terminals of the Operator or its agents, ATMs of banks.

5.1.4. The issue of Electronic Money is carried out by the Electronic Money Issuer after receiving money from the Client in an amount equal to the nominal value of the obligations assumed. At the time of sale of E-Money, the Client shall be issued a receipt or other document confirming the fact of acquisition of E-Money by the Client. The receipt contains the following details:

5.1.5. the name and details of the Electronic Money Issuer, including its business identification

number;

- 5.1.6. time and date of the transaction;
- 5.1.7. the serial number of the receipt;
- 5.1.8. the amount of Funds received or payments received from the Client;
- 5.1.9. the amount of issued Electronic Money;
- 5.1.10. identification code of the Client's E-wallet;
- 5.1.11. the amount of the Operator's commission fee.

5.1.12. E-Money is considered to be sold to the Client from the moment of reflection of information about the available balance of E-Money in the Client's E-Wallet. The terms of the payment service are 1 (one) business day from the date of receipt of the Funds from the Client. This period does not include the period during which the Electronic Money Issuer considers the issue of transferring Electronic Money.

## 5.2. **Sale (distribution) of Payment Cards.**

5.2.1. The Payment Card shall be sold (distributed) to the Customer by the Operator on the basis of an agreement concluded with the Payment Card Issuer.

5.2.2. The Operator shall sell (distribute) the Payment Card to the Customer after receiving an amount of money equal to the amount of the Payment Card issued in accordance with the agreement between the Payment Card Issuer and the Operator.

5.2.3. The Operator may sell (distribute) a Payment Card purchased in advance (previously issued by the Payment Card Issuer) from the Payment Card Issuer.

5.2.4. Confirmation of the Customer's purchase of a Payment Card from the Operator is a document of any form confirming the Customer's payment of the amount of money issued by the Operator.

5.2.5. The Issuer of Payment Cards shall ensure that the Operator issues to the Payment Card holder a document confirming the deposit of the amount of money by the Customer when purchasing from the Operator in accordance with the procedure provided for by the agreement between the Issuer of Payment Cards and the Operator.

5.2.6. The Operator shall notify the Customer of the terms and conditions of making payments and/or money transfers using the Payment Card determined by the Payment Card Issuer prior to the Customer's purchase of the Payment Card.

5.2.7. Payment cards are considered to be sold to the Customer from the moment they (or their details) are provided to the Customer. The term for the provision of the Payment Service is 1 (one) business day from the date of payment of the Operator's fee by the Client. The said period does not include the period during which the Payment Card Issuer considers the issue of Payment Cards.

## **VI. Email Messaging**

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

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

6.3. 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.

6.4. 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.

6.5. The Operator and the Participants shall ensure the availability 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.

## **VII. Commissions and Commissions at OSON**

7.1. 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.

7.2. The amount of commissions and commission fees of the Operator in OSON depends on the terms of agreements with the Electronic Money Issuer and the Issuer of Payment Cards, and are posted on the Operator's website.

7.3. 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.

7.4. 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 transaction.

7.5. The Operator, the Issuer of Electronic Money and the Issuer of Payment Cards have the right to charge an additional commission and (or) commission fee from the Client, provided that the Client is informed about such commissions and (or) commission fees before they perform the transaction.

## **VIII. Procedure for Interaction in the Event of Accession of the Electronic Money Issuer and the Payment Card Issuer to OSON**

8.1. Accession of the Electronic Money Issuer and the Payment Card Issuer to OSON is carried out by entering into an appropriate agreement with the Operator on the participation of the Electronic Money Issuer and the Payment Card Issuer in OSON and (or) other agreements on the provision of services by the Operator to other Participants within the framework of OSON.

8.2. The Issuer of Electronic Money and the Issuer of Payment Cards acquire the rights and assume the obligations provided for by the legislation of the Republic of Kazakhstan from the moment of entry into force of the relevant agreement.

**8.3. Criteria for the participation of the Electronic Money Institution and the Payment Card Issuer in OSON:**

- 8.3.1. availability of necessary licenses (permits) to carry out activities of the Issuer of Electronic Money and the Issuer of Payment Cards in accordance with the requirements of the legislation of the Republic of Kazakhstan;
- 8.3.2. overall financial stability;
- 8.3.3. 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;
- 8.3.4. ensuring the ability to work in accordance with the OSON technology used by the Electronic Money Issuer and the Payment Card Issuer at the time of adoption of the Rules;
- 8.3.5. ensuring security procedures, including when working in OSON;
- 8.3.6. ensuring bank secrecy.

**8.4. Suspension and termination of participation of the Electronic Money Issuer and the Payment Card Issuer in OSON is possible:**

8.4.1. at the initiative of the Issuer of Electronic Money and the Issuer of Payment Cards on the basis of its written application;

8.4.2. at the initiative of the Operator in case of violation of the Rules by the Issuer of Electronic Money and the Issuer of Payment Cards, refusal to provide or provision of inaccurate information to the Operator about its activities and (or) other information and (or) failure to comply with the criteria for



participation in OSON;

8.4.3. on the grounds provided for by the agreement between the Operator and the Issuer of Electronic Money and the Issuer of Payment Cards.

8.4.4. In the event that the Operator has reason to believe that a particular Electronic Money Institution and/or Payment Card Issuer will not be able to fully fulfill its obligations, the Operator shall have the right to suspend activities with the Electronic Money Institution and the Payment Card Issuer in OSON with the provision of explanations of the reasons for such suspension at the request of the Electronic Money Institution and the Payment Card Issuer. Notice of such suspension shall be immediately published on the Operator's website.

#### 8.5. **Registration of Electronic Money Issuer and Payment Card Issuer**

8.5.1. Registration of the Electronic Money Issuer and the Payment Card Issuer and the assignment of the relevant rights to it shall be carried out upon the conclusion of the agreement and shall be carried out directly by the Operator in accordance with the terms of the agreement concluded between the Operator and the Electronic Money Issuer and/or the Payment Card Issuer.

8.5.2. Conclusion of an agreement between the Operator and the Issuer of Electronic Money and/or the Issuer of Payment Cards shall be 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 of Electronic Money and/or the Issuer of Payment Cards, agreements and the legislation of the Republic of Kazakhstan.

8.5.3. The Electronic Money Institution and/or the Payment Card Issuer and the Operator shall establish information and technological interaction after the conclusion of the agreement.

8.5.4. The Operator, if necessary, shall post information on the accession of the Electronic Money Issuer and/or the Issuer of Payment Cards 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.

### **IX. Registration of Participants in OSON**

#### 9.1. **Registration of a Client who is an individual**

9.1.1. 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.

9.1.2. 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).

9.1.3. 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).

9.1.4. 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 of Electronic Money and/or the Issuer of Payment Cards the right to collect, process, store and transfer personal data across borders.

9.1.5. 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.).

9.1.6. 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.

9.1.7. 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.**

9.1.8. 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.

## **9.2. Registration of a Client who is an individual entrepreneur and a legal entity**

9.2.1. 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;

9.2.2. 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;

### **9.3. Registration of the Electronic Money Issuer and the Payment Card Issuer as a Participant**

9.3.1. Registration of the Electronic Money Issuer and the Issuer of Payment Cards as and the assignment of the relevant rights to it is carried out upon the 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 of Electronic Money and/or the Issuer of Payment Cards as.

9.3.2. The conclusion of an agreement between the Operator and the Issuer of Electronic Money and/or the Issuer of Payment Cards 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 of Electronic Money and/or the Issuer of Payment Cards, the agreement of the parties and the legislation of the Republic of Kazakhstan.

9.3.3. The Electronic Money Institution and/or the Payment Card Issuer and the Operator shall establish information and technological interaction after the conclusion of the agreement.

## **X. Description of functional duties, interaction between the Operator and the Participants**

### **10.1. Operator**

10.1.1. 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.

10.1.2. 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 in OSON of individuals – unidentified and identified Customers, Electronic Money Issuers and/or Payment Card Issuers, conclusion of agreements with them in accordance with the legislation of the Republic of Kazakhstan;

7) 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;

8) publication on the Operator's website of amendments and additions to the Rules, changes in tariffs for services of the Operator, Issuer of Electronic Money and Issuer of Payment Cards in accordance with the legislation of the Republic of Kazakhstan;

9) maintenance, storage and analysis of information on transactions performed in OSON in accordance with the legislation of the Republic of Kazakhstan;

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

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

functioning of the Operator's website;

12) compilation and maintenance of registers of its Electronic Money Issuers and/or Payment Card Issuers;

13) ensuring timely provision of information and data to Electronic Money Issuers and/or Payment Card Issuers, specially authorized state body in accordance with the terms of agreements with Electronic Money Issuers and/or Payment Card Issuers and provisions of the legislation of the Republic of Kazakhstan;

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

## 10.2. Electronic Money Institution and Payment Card Issuer

10.2.1. The Electronic Money Issuer and the Payment Card Issuer shall become a Participant after entering into an agreement with the Operator. The relationship between the Electronic Money Institution and the Payment Card Issuer and the Operator shall be governed by the Rules and Agreements concluded between them within the framework of OSON.

10.2.2. Within the framework of OSON, the Electronic Money Institution and/or the Payment Card Issuer are responsible for the performance of the following duties:

1) issuance and redemption of Electronic Money/Payment Cards, transfer of information to the Operator on the basis of the concluded agreement;

2) monitoring the functional duties of the Electronic Money Issuer and/or the Payment Card Issuer 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.

10.2.3. Voluntary termination of the activities of the Issuer of Electronic Money and the Issuer of Payment Cards shall be 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.

10.2.4. Additional grounds for termination of the agreement between the Issuer of Electronic Money and/or the Issuer of Payment Cards and the Operator shall be determined by the relevant agreement and (or) the legislation of the Republic of Kazakhstan.

10.2.5. The Issuer of Electronic Money and/or the Issuer of Payment Cards 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 of Electronic Money and/or the Issuer of Payment Cards.

## 10.3. Interaction of participants

10.3.1. 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**.

10.3.2. The Operator ensures the functioning of OSON, information and technological interaction of the Participants. The Operator shall provide information support to the Customer in the transfer of Electronic Money and/or Payment Cards.

10.3.3. 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.

10.3.4. In the process of exchanging information about payments and other transactions in OSON,

Members interact with and implement the capabilities of OSON.

10.3.5. 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.

10.3.6. 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.

10.3.7. The Operator shall provide the Electronic Money Issuer and the Payment Card Issuer with the necessary information on the distribution of Electronic Money and Payment Cards in the manner and within the time limits established in the agreement concluded between them.

## **XI. Procedure for Compliance with Information Security Measures in OSON**

11.1. 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.

11.2. 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.

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

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

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

11.6. 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.

11.7. 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.

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

11.9. 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.

11.10. 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.

11.11. 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.

## **XII. Description of software and hardware and equipment necessary for the provision of the Payment Service by the Operator**

12.1. 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.

12.2. 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.

### **XIII. Information on the Operator's risk management system**

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

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

13.9. 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.

13.10. 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.

#### **XIV. Anti-Money Laundering and Countering the Financing of Terrorism**

14.1. The Operator, the Issuer of Electronic Money and the Issuer of Payment Cards shall take measures to ensure and implement organizational and procedural measures in OSON in order to detect and prevent fraud, money laundering, financing of terrorism and other illegal transactions in accordance with the requirements of the legislation of the Republic of Kazakhstan. For this purpose, the Operator undertakes to comply with the internal control rules, including those of the Electronic Money Issuer and the Payment Card Issuer applied by OSON.

14.2. 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 and Payment Cards, the Operator, the Issuer of Electronic Money and the Payment Cards shall:

14.2.1. 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;

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

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

14.2.4. 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;

14.2.5. 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;

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

14.2.7. immediately and without prior notice, suspend the Participant's transaction and (or) freeze the Electronic Money of the 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.

14.3. The Operator determines the following as suspicious transactions:

14.3.1. suspicious transactions recognized as such by the internal control rules of the Operator, the Issuer of Electronic Money and the Issuer of Payment Cards or the legislation of the Republic of Kazakhstan;

14.3.2. other operations that raise suspicion of their authorization.

14.4. 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.

## **XV. Confidentiality**

15.1. 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.

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

15.3. 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.

15.4. The Operator shall submit requirements to the Electronic Money Issuer and the Payment Card Issuer to ensure the protection of information when performing transactions in OSON. The Issuer of Electronic Money and/or the Issuer of Payment Cards shall ensure the protection of information 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.

15.5. The Operator ensures the protection of information:

- 15.5.1. when providing the Payment Service, in accordance with the requirements of the legislation of the Republic of Kazakhstan;
- 15.5.2. 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.

15.6. 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.

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

- 15.7.1. identification of distortions and (or) changes in the content of electronic messages generated when using OSON;
- 15.7.2. ensuring protection against unauthorized access to information and ensuring the integrity of this information;
- 15.7.3. providing evidence in the investigation of incidents related to the use of OSON.

15.8. Information, including information security recommendations for Participants, is posted on the Operator's website.

15.9. 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.

15.10. 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.

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

15.12. 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 carry out transactions in OSON.

15.13. The Client is obliged to immediately inform the Operator about the risks of using his E-wallet and/or Personal Account, which has arisen as a result of the loss of the Client's authentication data by the Participant.

## **XVI. Procedure for resolving disputes and claims between Participants**

16.1. Claims between the Participants related to the implementation of operations 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.

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

16.3. 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.

16.4. 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.

16.5. 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:

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

16.6. 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.

16.7. 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.

16.8. 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.

## **XVII. Termination of services to the Customer by the Operator**

17.1. 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.

17.2. 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.

## **XVIII. Responsibility of participants**

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

18.2. The Issuer of Electronic Money and the Issuer of Payment Cards shall be independently

liable 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 their obligations under OSON.

18.3. The Issuer of Electronic Money and the Issuer of Payment Cards shall be solely responsible for compliance with the requirements of the legislation of the Republic of Kazakhstan, including on combating money laundering and financing of terrorism.

18.4. 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.

18.5. In case of failures and errors in the operation of OSON and the fault of the Operator is proven by the Electronic Money Issuer or the Payment Card Issuer, the Operator shall be liable for the losses of the Electronic Money Issuer and the Payment Card Issuer within the amount of the Funds constituting the commission of the Electronic Money Issuer and the Payment Card Issuer in OSON at the time of such failures.

18.6. In the event that it is necessary to suspend the activities of the Electronic Money Issuer and/or the Payment Card Issuer in OSON, the Operator undertakes to notify the Electronic Money Issuer and the Payment Card Issuer of this circumstance in advance no later than three business days in advance, except for cases of suspension of the activities of the Electronic Money Issuer and the Payment Card Issuer due to their violation of the legislation of the Republic of Kazakhstan, Terms and conditions of the concluded contract.

18.7. In the event that the Operator fails to contact the Electronic Money Institution and/or the Payment Card Issuer using the contact details provided by it, the Operator shall not be liable for the consequence of the suspension of the activities of the Electronic Money Institution and/or the Payment Card Issuer in OSON, if it can prove that the failure to notify the Electronic Money Institution and/or the Payment Card Issuer is not the result of the fault of the Operator.

18.8. The Operator, the Issuer of Electronic Money and the Issuer of Payment Cards shall not be liable to other Participants in case of transfer of their data by Members to third parties, intentional provision of access to their E-wallet, Personal Account or bank account, or other violation of confidentiality of data by the Participant.

18.9. The Operator shall be liable to the Client within the amount not exceeding the amount of the balance of the Electronic Money on the Client's E-Wallet and the Funds on the Payment Card.

18.10. 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.

18.11. 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.

18.12. 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.

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

18.14. 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 and/or the Personal Account in OSON.

18.15. Confirmation of the Client's belonging to the e-wallet and/or personal account in OSON is possible if the Client provides the relevant documents established by the Operator.

18.16. 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.

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

### **XIX. Force majeure**

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

### **XX. Final provisions**

20.1. 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.

20.2. 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.

20.3. 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.

20.4. 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.

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

### **XXI. Transitional provisions**

21.1. 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:

- 21.1.1. the operation of the Operator's website;
- 21.1.2. 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.

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