

Agreement on issuance and maintenance of electronic payment instrument

This Electronic Payment Facility Issuance and Servicing Agreement (hereinafter referred to as the "Agreement") is an offer and contains standard conditions of issuance, use, redemption of e-money, performance of operations with e-money, issuance and servicing of e-payment facility. In accordance with Article 389 of the Civil Code of the Republic of Kazakhstan, the terms and conditions of the Agreement are defined by S1lk and may be accepted by the other party (Cardholder) not otherwise than an accession (acceptance) to the Agreement as a whole.

Terms and Definitions

Agent - an organization engaged in the purchase, sale of Electronic Money from individuals, holders of electronic money, and presenting for redemption to the issuer of the Electronic Money System.

Cardholder/Customer - a capable individual, a resident of the Republic of Kazakhstan, at least 18 years of age, who uses or owns the means of electronic payment in accordance with the terms and conditions of this Agreement.

Additional Card Holder - the Client's authorized individual who has the right to use the Additional Card under the terms and conditions of the Agreement.

Additional Card - the Card issued at the Client's direction to the Client's authorized individual.

Card (S1lk Card) - a means of electronic payment (electronic media), the Holder's access tool to the Electronic Wallet in the electronic money system, allowing to make a payment and/or transfer of Electronic Money, as well as to perform other actions provided by the Regulations, the Rules and this Agreement. The Card can be a primary (Primary Card) and additional (Additional Card). Identification means the establishment of the Client's identity, including on the basis of his/her physiological and biological features.

S1lkPay mobile application (Application) - an automated system of self-service and service and service management, by means of which the Customer after the registration procedure is given an opportunity to manage his e-wallet. Wallet management means connection/disconnection of services, issue of e-payment facility, use of e-payment facility in the form of token through mobile application, blocking/unblocking of wallet and e-payment facility, management of limits, disposal of e-money in the wallet, receipt of details on services used, as well as other actions.

MPS - international payment system.

Overdraft - the amount of money spent in excess of the Card balance or in excess of the set Credit Limit (if established).

Operator means a legal entity established and registered in accordance with the legislation of the Republic of Kazakhstan, having the status of a payment organization, acting as an operator of the System, carrying out activities to ensure information and technological interaction between participants of settlements on transactions with Electronic Money.

Basic Card means a Card issued in the name of the Client.

Regulations - Regulations of the Electronic Money System of the Issuer, in accordance with which the issuance, sale, purchase, redemption of Electronic Money is carried out.

Regulations - Silk's internal document defining the procedure and conditions for the issuance and use of the Card.

System - Electronic Money System shall mean a set of software and/or hardware tools of the Operator ensuring information and technological interaction between the Issuer, the Agent and other participants of the System when carrying out actions aimed at the acquisition of Electronic Money, its use and redemption.

Subagent means a subagent of the Electronic Money System that has entered into an agreement with the Agent and purchases and/or sells Electronic Money on behalf of the Agent.

Fees - a fee set by the Issuer/Operator for certain service(s). Fees are specified on the relevant Internet resource at www.s1lkpay.com or in the S1lkPay Mobile Application.

E-money/ED - unconditional and irrevocable monetary obligations of the E-money issuer, stored in electronic form and accepted as a means of payment in the E-money system by other system participants;

E-wallet - a software and hardware device in which E-money is stored, which provides access to it, and which is a set of codes consisting of unique sequential electronic digital characters.

Electronic Money Issuer/ED (Issuer) means a payment service provider authorized to issue and redeem Electronic Money.

Silk/S1LK - a group of companies having one beneficial owner or a group of affiliated companies, including, among others, SilkSoftGroup LLP, Private Company S1LK PAY LTD.

Subject of Agreement.

Silk provides services for e-money sales, acceptance and processing of payments and / or transfers with them, as well as the collection, processing and transfer of information generated in the implementation of operations using e-money for the purpose of settlements in favor of the recipients of payment and / or transfer by the Card Holder, as well as provides the Card issuing and maintenance services to the Customer, and the Customer accepts these services and pays in the manner prescribed by this Agreement.

By performing the actions stipulated by clause 2.4.1. of the Agreement, the Customer confirms his full and unconditional acceptance of all the conditions of the Agreement without any exceptions and limitations.

The replenishment of the E-wallet, payments and/or transfers, presentation of the E-money for redemption and other operations with the E-money shall be carried out by the Cardholder in the manner and on the terms stipulated by this Agreement, and in the part not regulated by this Agreement, by the Regulations posted on the Operator's website www.s1lkpay.com. By concluding this Agreement by accepting its terms, the Cardholder confirms his consent and accedes to the Regulations and Rules in full.

The procedure of the Client's accession to this Agreement.

In order to accede to this Agreement the Client puts a mark "I agree", confirming his consent to the terms and conditions of the Agreement. From this moment the Contract is considered concluded and becomes binding for the Client.

The Operator shall be entitled to engage third parties to carry out its activities in accordance with the legislation of the Republic of Kazakhstan.

Silk charges remuneration for the services rendered by the Card in the amount established by the Tariffs. Payment for Silk services shall be made by Silk withdrawal of respective amounts without the Customer's consent (by direct debiting of respective amounts) from the Customer's Card with the Customer's money at the moment of execution of the Customer's and Additional Card Holder's order, unless other procedure and conditions are stipulated by the Regulations.

SilkSoftGroup" LLP also provides the Client with a service of arranging mutual settlements with the MPS on transactions using the Card.

Procedure for the purchase and use of e-money

E-money is sold by Silk in accordance with the Regulations and the terms and conditions of this Agreement.

The Customer shall have the right to purchase Electronic Money from the Issuer/Agent/Payment Subagent by non-cash transfer or in any other way defined in the Regulations.

The following services are available to the Customer subject to technical implementation in the System: 1) purchase of Electronic Money from the Issuer/Agents (Subagents); 2) sale of Electronic Money to the Agent/Subagent; 3) payments and/or transfers in favor of persons providing goods and services; 4) transfers of Electronic Money between individuals - Clients; 5) exchange operations with Electronic Money; 6) receiving information services: information on completed transactions, the current balance of its Electronic Wallet,

The following restrictions on the types and amounts of operations with e-money made by the Customers apply in the e-money system:

For the e-wallet of an unidentified Customer:

The maximum amount of one operation shall not exceed the amount equal to 50 MCI (fifty times the monthly calculation index established by the law on the national budget for the relevant financial year);

the maximum amount of Electronic Money stored on one electronic device (Electronic Wallet) shall not exceed the amount equal to 100 MCIs (one hundred times the amount of the monthly calculation index established for the relevant fiscal year by the law on the national budget);

The maximum amount of one transaction performed by a non-identified owner of Electronic Money - an individual shall not exceed the amount equal to 50 MCIs (fifty times the monthly calculation index),

established for the relevant financial year by the Law on the Republican Budget.

The total amount of payments and (or) other transactions using Electronic Money from the Electronic Wallet of the non-identified owner of Electronic Money - natural person during the business day shall not exceed the amount equal to 100 MCI (one hundred times the monthly calculation index), established for the relevant fiscal year by the law on the republican budget. prohibiting the repayment of Electronic Money in favor of the unidentified Customer.

For the Electronic Wallet of the simplified identified Customer:

the maximum amount of one transaction made by the simplified identified Customer shall not exceed the amount equal to 100 MCI (one hundred times the monthly calculation index established for the relevant fiscal year by the law on the republican budget);

the maximum amount of Electronic Money stored on one electronic device (electronic wallet) of the simplified identified Customer shall not exceed the amount equal to 300 MCI (three hundred times the amount of the monthly calculation index established for the relevant fiscal year by the law on republican budget);

Other restrictions on the types and amounts of operations with Electronic Money and the conditions of their application taking into account the requirements of the current legislation of the Republic of Kazakhstan and depending on the level of identification of the owner of the Electronic Money, including the assigned Electronic Wallet of the Customer, are set in the Regulations and/or the Rules.

The Card shall be used to carry out transactions with the e-money. The procedure for issuing and using the Card is contained in the Regulations.

By carrying out an operation using the Card, the Customer instructs Silk to transfer his Electronic Money for the purpose of making a payment and/or transfer.

Silk's services under this Agreement are paid services. The Customer undertakes to pay for these services in the amount and order established by the Tariffs.

Silk informs the Customer about each operation using Electronic Money by sending the relevant notification in S1LKPAY Mobile App.

Liability of Silk

Silk is not responsible for:

the refusal of a third party to service the Card;

quality of goods, works and services purchased with the Card;

limits, restrictions and additional remuneration for payments and / or transfers made with the Card, established by the third party, which may affect the interests of the Client;

consequences of the Cardholder's untimely application for blocking of the lost/stolen Card;

losses incurred by the Cardholder as a result of actions/inaction/situations in which Silk is not at fault;

losses incurred by the Cardholder as a result of unauthorized use of the Card, including through the Internet;

Losses caused by improper storage of card information (card number, expiration date, First and Last Name, CVV/CVV2 code, etc.);

Unauthorized access/receipt/use and disclosure (through no fault of Silk) of the PIN code and 3D-Secure dynamic password to confirm online transactions.

Silk is not responsible for temporary system malfunction, hardware or software failures and errors, failures of limits set by Silk through no fault of Silk, and is not responsible for possible losses of the Customer in this case.

The Customer undertakes obligations:

not to carry out illegal financial transactions, illegal trade, money laundering, financing of terrorism and any other transactions in violation of the legislation of the Republic of Kazakhstan;

to prevent attempts of illegal trade, illegal financial transactions, the operations aimed at legalization (laundering) of illegally-gained incomes and financing of terrorism.

Cardholder's responsibility

The cardholder is responsible for:
consequences of untimely application to Silk to block the lost/stolen/compromised Card - to the full extent of the damage caused to Silk/third parties;
non-return of Silk's money mistakenly credited to the Card - in accordance with the legislation of the Republic of Kazakhstan;
costs and legal expenses incurred by Silk through the fault of the Cardholder - to the full extent of damage caused by Silk;
reimbursement of the amount of any debt of the Client to Silk, including remuneration;
reimbursement of the amounts, incurred and/or admitted Overdrafts and remuneration thereunder;
Not submitting or not submitting on Silk's request an application for review of the disputable situation and/or documents related to the disputable situation (e.g. receipt of payment for goods/services, materials of correspondence with the Internet entrepreneur, indicating the Customer's attempts to settle the disputable situation independently, etc.)
Any consequences of the transactions made with the Card, including on the Internet.

Silk rights

Silk has the right:
without prior notice partially or fully limit the right to use the Card/Electronic Wallet in case of non-compliance or suspicion of non-compliance by the Client (Card Holder) with the Agreement and/or Regulations and/or other internal documents of Silk and/or legislation of the Republic of Kazakhstan, as well as on the recommendation of MPS;
require the Client to provide the documents necessary for proper identification, as well as request to provide, in the form of a document/instrument issued by the bank/issuer that opened/issued the bank account/e-mail payment facility, confirmation that the bank account or e-money facility belongs to the Client when effecting ED repayment.
unilaterally prohibit the use of the Card in certain places and/or countries, in a certain way;
to withdraw (write off) from the Electronic Wallet without the Customer's prior consent:
the amount of the transaction, for which Silk has received confirmation from MPS, other banks or processing centers or other participants of the System;
funds credited by mistake;
the amount of any Client's debt to Silk, including remuneration.
to unilaterally make changes/supplements to the Agreement and/or Tariffs, notifying the Client of changes/supplements to the Agreement and/or Tariffs at least ten (10) calendar days prior to the date of such changes coming into effect, by
- posting the information in the Appendix/website;
- and/or by sending an SMS/ PUSH-notification with the announcement to the registered subscriber number in cellular networks.

Liability

S1LK shall not be liable for temporary inoperability of the System, failures and errors in operation of hardware or software, which occurred through no fault of S1LK, and shall not be liable for possible loss of the Client in this case.

S1LK shall not be liable for the Client's lack of access to the software or hardware ensuring the System's functioning, and shall not be liable for the Client's losses related thereto.

In case of unlawful actions of third parties aimed at interference with the System, not related to the use of the Client's authentication data, S1LK shall be responsible for the Client's losses up to the amount on the Client's Electronic Wallet at the moment of the beginning of such actions. In case of unlawful actions of third parties related to the use of the Customer's authentication data, S1LK and the Customer shall be liable in accordance with the terms of this Agreement.

S1LK shall not be liable for any loss incurred by the Client as a result of the Client providing false information to S1LK.

In case of loss of authentication data, blocking of the Electronic Wallet by the System, loss of the password blocking the Wallet by the Client or other events, the consequences of which cannot be eliminated without identifying the Client, S1LK shall not be liable to the Non-Identified Client for possible losses and inability to use the Electronic Wallet in the future. Confirmation of the ownership of the E-wallet by the Non-Identified Client is possible by going through the

Identification procedure with provision of an identity document and the original or certified copy of the Customer's contract with the mobile network operator to the Operator.

The Parties to the Agreement shall be released from liability for failure to perform their mutual obligations if their failure to perform was a result of the following circumstances

force majeure circumstances arising after the entry into force of the Agreement, or the occurrence of extraordinary events that could not be prevented or foreseen before the conclusion of the Agreement. The Party that is subject to force majeure circumstances shall notify the other Party no later than 10 days after the occurrence of such circumstances.

In cases not stipulated by this Agreement, failure to perform or improper performance by the Parties of their obligations under the Agreement shall entail liability in accordance with the laws of the Republic of Kazakhstan.

General provisions

The Agreement comes into force from the date of acceptance by the Cardholder and shall be in force indefinitely.

The Agreement is made in Kazakh and Russian and posted on the website www.s1lkpay.com. Both versions of the Agreement have equal legal force.

The Agreement shall be governed by the laws of the Republic of Kazakhstan.

All disputes/claims under the Contract shall be resolved by negotiations. If the dispute / claim is not settled by the Parties within 30 calendar days, their resolution may be submitted for consideration to judicial authorities in accordance with the laws of the Republic of Kazakhstan.

Anything not expressly provided for in the Contract shall be governed by the Regulations, Rules and norms of the laws of the Republic of Kazakhstan.

In order to issue an Additional payment card, the Client shall instruct the Operator through the Appendix on the terms specified in the Appendix. The Operator shall independently determine the maximum number of Additional payment cards that the Client is entitled to issue. In order to issue an Additional payment card to the Holder of the Additional payment card, he must be over 10 years old on the date of issue of the payment card. The Holder of the Additional payment card is not the Client and a party to the Agreement.

In order to issue the Additional payment card, the Client's authorized individual shall undergo the registration procedure in the Annex, as well as, if required by the Annex, the identification and verification procedures.

Completion of the registration procedure by the authorized individual of the Client, as well as identification and verification procedures, if required by the Appendix, does not obligate Silk to issue the Additional card. The decision to issue an Additional card is made by Silk at its own discretion based on the applicable law of Kazakhstan and Silk procedures.

All operations performed using the Additional Card by the Additional Card Holder shall be deemed to have been performed by the Client. The Client shall be fully responsible for the Additional Card Holder, for the operations performed using the Additional Card and for the Additional Card Holder's compliance with the Agreement, the Regulations and the Rules in terms of using the Additional Card. The Client is responsible for informing the Additional Card Holder of the relevant requirements of the Agreement, the Regulations and the Rules.

The Client and the Additional Card Holder shall not use the Card for illegal purposes, including the purchase of goods, works and services prohibited by the current legislation of the Republic of Kazakhstan, as well as for operations that cannot be carried out with the Payment Card in accordance with the current legislation of the Republic of Kazakhstan.

The Client and the Additional Card Holder acknowledge that receipt of electronic documents by Silk through the Application, SMS and other technical means is legally equivalent to receipt of documents on paper and signed by the Client and the Additional Card Holder in their own hand. The Client and the Additional Card Holder give Silk the right to use electronic documents on an equal basis with paper documents. The Customer and the Additional Card Holder are fully responsible for the content of electronic documents sent to Silk for execution and for legal consequences caused by electronic documents.

The Customer has the right to refuse the Card by carrying out appropriate actions in the Application or in any other way defined in the Regulations.

Contacts for appeals:

Support service of SilkSoftGroup LLP, address: Republic of Kazakhstan, Almaty, 132 Dostyk ave., office 7_, telephone +7 702 630 64 99, email: support@silkssoftgroup.com.

