

Terms for receiving banking services at "Halyk Bank Kyrgyzstan" OJSC for individuals

CONTENT

1. GENERAL PROVISIONS.....	2
2. TERMS APPLIED IN THE TERMS OF BANKING SERVICES (OFFER).....	4
3. PROCEDURE FOR OPENING/CLOSING ACCOUNTS AND OPERATIONS BY ACCOUNT.....	7
4. TRUSTED PHONE NUMBER.....	9
5. PROCEDURE FOR ACCEPTANCE AND TERMS OF DEPOSITS WITH INTEREST ACCRUAL (DEPOSITS).....	10
6. PROCEDURE FOR PAYMENT CARDS ISSUE AND SERVICING.....	13
7. LOANS, CREDIT LINES AND OVERDRAFT.....	32
8. TERMS AND PROCEDURE FOR ELECTRONIC SIGNATURES APPLICATION.....	32
9. TERMS AND PROCEDURE FOR SIGNING AN AGREEMENT WITH ANALOGUE OF A HANDWRITTEN SIGNATURE.....	33
10. TERMS AND PROCEDURE FOR SIGNING AND EXCHANGE OF ELECTRONIC DOCUMENTS.....	33
11. MOBILE INTERNET BANKING TERMS AND PROCEDURE.....	34
12. RIGHTS AND RESPONSIBILITIES OF THE PARTIES	41
13. LIABILTIY OF THE PARTIES.....	45
14. OTHER TERMS.....	46

1. GENERAL PROVISIONS

1.1. These Terms for receiving banking services of Halyk Bank Kyrgyzstan OJSC (hereinafter referred to as the Bank) by individuals (hereinafter referred to as the Terms for receiving banking services and/or Terms) and Application Form for receipt of banking services (hereinafter referred to as the Application-Questionnaire/Questionnaire/Application), duly completed and signed in person by the Client (via electronic / graphic signature) collectively constitute the grounds for concluding an Agreement between the Client and the Bank for receiving banking services (hereinafter referred to as the Agreement).

1.2. Agreement is considered concluded from the moment the Bank receives the Application-Questionnaire on paper/electronic media in the form established by the Bank, signed by the Client with the Client presenting an identification document. The Agreement may be concluded using an analogue of the Client's handwritten signature/electronic signature/graphic signature of the Client on a tablet with a stylus, if this is provided for by the terms of this Agreement. If the Client's data coincides with the data of a person included in the Sanctions List of the Kyrgyz Republic and/or the List of persons, groups, organizations in respect of which there is information about their participation in the legalization (laundering) of criminal proceeds, the Bank freezes (blocks) his funds, and/or suspends transactions, and also has the right to refuse to execute the Client's order to carry out transactions if there is information regarding the participants in the transactions about their participation in terrorist and extremist activities, the proliferation of weapons of mass destruction and the legalization (laundering) of criminal proceeds in accordance with the current legislation of the Kyrgyz Republic (Law of the Kyrgyz Republic "On combating the financing of terrorist activities and legalization (laundering) of criminal proceeds" and other regulatory legal acts adopted to implement the provisions of this Law.

1.3. The basis to provide the Client with the services provided for in the Agreement is a corresponding Application Form or other document in the form established by the Bank, duly filled out and signed by the Client, and submitted to the Bank with the Client presenting an identification document, unless another procedure for providing the service is specified in the Agreement.

1.4. The Agreement Form is uniform and is applied by all separate structural divisions of the Bank, regardless of the territorial location of the separate structural divisions of the Bank in which the Application Form was accepted and the Agreement was concluded in accordance with paragraph 1.1 of these Terms, and applies to the Bank's products/services provided by the Bank.

1.5. The Agreement applies to any Bank accounts opened for the Client both before and after the conclusion of the Agreement/accession to the Terms, as well as demand accounts/deposits, cards, remote service channels, remote/mobile banking, as well as any other products provided for in the Agreement/Terms, opened/provided to the Client as part of the provision of banking services.

1.6. Bank has the right to additionally request from the Client documents related to the operation carried out on the Client's bank accounts confirming the legality and economic feasibility of the operations (invoices issued for payment to the Client, agreements, contracts, invoices, etc.). If the Client refuses to provide the Bank with the requested documents, the Bank, in accordance with the legislation of the Kyrgyz Republic, has the right to refuse to carry out the transaction and/or unilaterally terminate this Agreement and close the Client's account/accounts.

1.7. It is not allowed to carry out transactions related to the Client's business activities or to the Client's payment for contracts and agreements concluded with/between legal entities as a third party (hereinafter referred to as business activities) though the Client's bank account. The instructions of the Client and/or third parties, which clearly indicate the Client's entrepreneurial activity, are not executed by the Bank. If the Bank receives instructions from the Client and/or third parties related to the Client's business activities, as well as money received in favor of the Client from third parties received as a result of the Client's business activities, the Bank does not execute these instructions or orders. The funds are returned to the sender without any dispute. In addition to the Client's personal funds, the Bank Account of individuals may be credited with wages, royalties, pensions, alimony, social benefits, funds from another Bank Account, payments related

to inheritance, fees for the sale of personal property belonging to the Bank Account owner, money transfers (including those made through money transfer systems without opening an account) and other receipts and payments, including loan payments. The Client can make personal payments from the Bank account of an individual, including payments for goods purchased for personal purposes (services provided), loan repayments, money transfers (including those made through money transfer systems without opening an account), utility payments and other similar personal payments.

1.8. When providing services/conducting operations through separate structural divisions of the Bank within the framework of the Terms for receiving banking services:

1.8.1. Client identification by the Bank is carried out on the basis of the Client's identification document;

1.8.2. Client is considered identified if the details of the Client's identification document contained in the Bank's Automated Banking System and/or based on confirmation of the validity/reliability of the data of the identification document in the database of the government body authorized to collect, process, store and provide information on valid documents identifying the citizens of the Kyrgyz Republic correspond.

1.8.3. Verification of the Client by Bank is carried out:

- based on entering the correct PIN; and/or
- based on the Client's identity document; and/or
- based on the Client entering the code received in an SMS message from telephone number 8080 to the Client's Trusted telephone number registered for access to receiving banking services via SMS messages at the Bank's POS terminal.

1.9. Providing services/transactions outside separate structural divisions of the Bank are carried out using remote service channels.

1.9.1. Identification and Verification of the Client by the Bank can be carried out through remote service channels:

- based on the Client's identity document; and/or
- electronic document provided for by the Agreement/Terms and/or legislation of the Kyrgyz Republic.

1.10. The opening and servicing of certain types of Bank accounts not included in these Terms, the provision of banking services and products may be regulated by separate contracts/agreements/rules/conditions of service concluded/established both before and after the Client's consent and acceptance of these Terms/conclusion of the Agreement.

1.11. Bank has the right, without acceptance, without prior notice to the Client, to write off funds of money from the Client's Bank accounts on the basis of executive documents at the request of authorized state/judicial bodies and other persons to whom such a right is granted by the legislation of the Kyrgyz Republic, as well as funds erroneously or excessively credited by the Social Fund authorities to the Client's account (pensions), any other funds erroneously credited to the Client's Bank account, Bank commissions for banking services provided in accordance with the Bank's Tariffs, funds to repay the granted loan/overdraft on the Bank account and established interest, as well as other funds for the Client's obligations to the Bank, including those not related to banking services, but arising from other legal relations between the Bank and the Client. The Client grants the Bank the unconditional and indisputable right, without acceptance, to write off funds from the Client's Bank accounts in the amount and on the terms of these Terms without additional acceptance by the Client of the Bank's payment requests, as well as operations for direct debiting the account and other Bank accounts of the Client.

1.12. Bank guarantees the Client banking secrecy regarding his Bank accounts. The provision of information on the Client's transactions and Bank accounts to third parties, as well as the suspension of transactions on the Bank account (except for the cases provided for in this Agreement) is carried out exclusively in cases and in the manner provided for by the legislation of the Kyrgyz Republic and this Agreement/Terms.

1.13. Client undertakes to duly fulfill the terms of the Agreement/Terms.

1.14. Bank has the right to unilaterally make changes to the Agreement/Terms/change the revision of the Agreement/Terms, information about changes is brought to the attention of the Client through information stands of separate structural divisions of the Bank, and/or the Bank's official website: <https://halykbank.kg>

1.15 If the Client disagrees with the amendment to the Agreement/Terms/new revision of the Agreement/Terms, the Client has the right to terminate the Agreement by notifying the Bank in writing by submitting an application for termination in the form established by the Bank/or in any written form by submitting it to a separate structural division of the Bank, in the form of an electronic message (SMS / message to messenger) - by sending it to the messenger (WhatsApp and/or Telegram) of Contact Center of the Bank indicated on the Official website of the Bank. An electronic message about termination of the Agreement must be sent by the Client from his Trusted telephone number and indicating the Code Word. If the Bank does not receive the Client's written notice of termination of the Agreement before the new Terms/new revision of the Agreement comes into force, the Bank considers this to be an expression of the Client's consent to the changes/new revision and acceptance of the Terms/Agreement.

1.16. If the Client fails to provide the Bank with his updated/changed data, the Bank has the right to limit/refuse to provide banking services to the Client, if the Bank has information about the irrelevance/absence of new/changed Client data.

1.17. If the Client has complaints/claims related to the provision of banking services by separate structural divisions of the Bank on/outside the territory of separate structural divisions of the Bank using remote service channels, the Client has the right to apply for action/inaction of such a separate structural division of the Bank through the Official Bank website or to Bank Contact Center.

1.18. All banking operations can be carried out by third parties on behalf of the Client only on the basis of a power of attorney certified in the manner established by the current legislation of the Kyrgyz Republic.

1.19. Cash services in the premises of separate structural divisions of the Bank.

1.19.1. Cash services include the acceptance, issuance, counting, exchange of cash in national and foreign currencies by the Bank during the Operational Day of separate structural divisions of the Bank in the manner established by the current legislation of the Kyrgyz Republic, with the payment of commissions in accordance with the Bank Tariffs.

1.19.2. Cash issuance from the Client's Bank account is carried out within the limits of the available balance of funds in the Client's Bank account.

1.19.3. Funds can be withdrawn by the Client in cash at any separate structural division of the Bank during the Operational Day established in such a separate structural division of the Bank upon presentation of an identification document in the manner established by the current legislation of the Kyrgyz Republic and internal regulatory documents of the Bank.

2. TERMS APPLIED IN THE TERMS OF BANKING SERVICES (OFFER)

2.1. Bank – “Halyk Bank Kyrgyzstan” Open Joint Stock Company / “Halyk Bank Kyrgyzstan” OJSC, represented by authorized persons of the Bank.

2.2. Bank retail agent (hereinafter referred to as the Agent) is a legal entity or individual entrepreneur who has signed an agency agreement with the bank to provide retail banking services on behalf of the bank, including through the retail agent network.

2.3. Bank account (or Account) is a way of reflecting the contractual relationship between the Bank and the Client for the acceptance of a bank deposit and/or the bank's performance of operations related to the provision of banking services to the Client, as provided for in the bank account agreement, bank deposit, legislation and applied in banking practice business practice.

- 2.4. Bank deposit** - funds in national or foreign currency deposited by individuals to the Bank for the purpose of storing and receiving income for a period either on demand or until the occurrence (non-occurrence) of a circumstance (event) specified in the concluded agreement.
- 2.5. Banking day** is the day on which banks in the Kyrgyz Republic are open for banking operations (except for Saturdays, Sundays and official holidays and days off in the Kyrgyz Republic).
- 2.6. Verification** is a procedure for checking the identification data of the client and/or beneficial owner, certifying the competence of the Client (the Client's authorized representative) to contact the Bank, including when applying through remote service channels, to obtain information on accounts/deposits and other products at the Bank in the manner provided for in the Agreement.
- 2.7. Depositor** is a person who has deposited a sum of money into the Bank or in whose name a sum of money has been received by the Bank from a third party and has a corresponding Agreement.
- 2.8. Contributor** - an individual who replenishes the Depositor's Deposit /Account with cash/non-cash, and/or opens a Deposit in favor of the Depositor.
- 2.9. Statement** - a report on transactions carried out on bank accounts for a certain period of time.
- 2.10. Agreement** - Application-Questionnaire for receiving banking services at Halyk Bank Kyrgyzstan OJSC by individuals, signed by the Client on joining the Terms for receiving banking services at OJSC Halyk Bank Kyrgyzstan by individuals.
- 2.11. Remote service channels** - channels/devices of the Bank through which services/banking products can be provided to the Client (hereinafter referred to as the Services): Bank self-service devices, Official website of the Bank: <https://halykbank.kg>, Halyk Mobile Internet banking, Contact Center of the Bank, Payment terminals of the Bank's partners, Mobile applications of the Bank's agents/subagents.
- 2.12. Trusted telephone number** is a mandatory procedure for registering a mobile telephone number owned by the Client/used by the Client. The confirmation code sent to the Trusted telephone number is used as an analogue of the Client's handwritten signature/simple electronic signature/graphic signature made by the Client on tablet with stylus.
- 2.13. Identification** – establishing the identity of the Client (the Client's authorized representative) when he contacts the Bank to carry out transactions or obtain information on the Client's bank accounts in the manner prescribed by the Agreement/Terms.
- 2.14. Information message** – any information message from the Bank sent to the Client in the form of an SMS message and/or as a Push notification (in the Bank's Mobile Application). One-time passwords/codes, messages to confirm transactions on the account/receipt of banking services are sent to the Client in the form of SMS messages to the Trusted telephone number specified in the Questionnaire-Application.
- 2.15. Client** – an individual who has accepted the Terms and Terms for receiving banking services for individuals by signing the Application Form in his own hand, and also has a bank account with the Bank.
- 2.16. Contact Center of the Bank** - information support service, remote support for Bank products/services, provision of Bank products/services. The service is provided when contacting the telephone numbers/messengers of the Bank's Contact Center indicated on the Bank's Official Website/on the back of the Card, or when the Bank makes an outgoing telephone call/message to the Client.
- 2.17. Code word** – alphabetic or numeric information specified by the Client in an application for the provision of a service or in another document registered in the Bank's Database, which can be used to Authenticate the Client when contacting the Bank's Contact Center.
- 2.18. Access code** is a reusable password with unlimited validity. The access code is used to Verify the Client when logging into Halyk Mobile Internet Banking.
- 2.19. Client code** - the Client's number in the Bank's databases.

2.20. Mobile Internet banking (Mobile application of the Bank) is an application (software) for a Mobile device that provides the Client with the opportunity to access Halyk Mobile Internet banking. To install the Bank's Mobile Application on a Mobile Device, the Client independently performs actions in accordance with the guide for use of Halyk Mobile Internet Banking at Official Bank website.

2.21. Mobile application of an agent/subagent of the Bank is a tool (software) provided by an agent/subagent of the Bank, who is also a supplier of goods/services, accessed by clients through mobile devices/applications, and through which the agent independently or through a subagent provides services/banking products.

2.22. Official website of the Bank is the Bank's website on the Internet: <https://halykbank.kg>.

2.23. Operational day (time for servicing clients) means the time of the working day established by the Bank during which the Bank is open for banking and other operations/services. The operating day may differ for different types of transactions performed/services provided by the Bank. Information about the Bank's Operational Day is brought to the attention of the Client by posting relevant information in the entrance areas of the Bank's separate structural divisions.

2.24. Transfer of funds - the Bank's actions to transfer funds within the framework of the applicable forms of non-cash payments to provide the Recipient with Payer's monetary funds.

2.25. Payment terminals of partners - electronic software and hardware devices or hardware and software complexes located at the Bank's partners intended for performing transactions using bank card/account data, including for receiving services under these Terms from the Bank's partners with whom the Bank has entered into cooperation agreements.

2.26. Separate Divisions of the Bank are divisions of Halyk Bank Kyrgyzstan OJSC that provide services to individuals, the list of Divisions is posted on the Bank's Official Website.

2.27. Representative is an individual who represents the interests of another individual under a power of attorney.

2.28. Halyk Mobile Internet banking is a system of software, hardware and organizational measures designed to provide the Client with banking services for managing funds in bank accounts using a mobile device and/or the Internet.

2.29. Notifications – channels through which Clients receive Bank notifications (and/or SMS messages, and/or Push notifications, and/or WhatsApp, and/or Telegram, and/or calls, and/or official written notifications and other methods of communication).

2.30. Confirmation message - An information message sent by the Bank to the Client in the form of an SMS message to the Trusted telephone number to confirm the transaction.

2.31. Certificate – a document issued by the Bank confirming a fact/event on the Client's Accounts/operations.

2.32. The terms “electronic digital signature”, “simple electronic signature”, “qualified electronic signature” are used in these Terms in accordance with the Law of the Kyrgyz Republic “On Electronic Signature”.

2.33. Electronic digital signature – SMS message, code, password or other analogue of a handwritten signature specified in the Application Form, used by the Client to confirm the Client's will to carry out a transaction and/or certifying the fact of drawing up and/or reviewing, and/or signing of an electronic message, electronic document, including an agreement/application/questionnaire in electronic form, concluded through remote service channels.

2.34. Electronic document – a document generated in separate structural divisions of the Bank and/or in remote service channels using the Bank's automated systems and in electronic form:

- Client order to the Bank to carry out transactions on Client Accounts or other transactions, and/or
- conditions of agreement concluded or the Client's application to conclude an agreement, and/or
- conditions of advance acceptance given on Accounts, and/or
- conditions of other transactions performed, including powers of attorney, and/or

- agreement / consent, and/ or
- statement the Client to receive/change the Bank's services or to refuse them, and/or
- information about transactions performed by the Client, and/or
- conditions of other documents

2.35. Bank self-service devices – ATM, payment terminal – electronic software and hardware complex, TCR (Teller Cash Recycler) – in the case of technical implementation, intended to carry out operations of issuing/receiving cash without the participation of a Bank employee, including using payment Cards, transmitting the Client's orders to transfer funds from the Client's Bank account, and so on.

3. PROCEDURE FOR OPENING/CLOSING ACCOUNTS AND OPERATIONS BY ACCOUNT

3.1. The Bank, subject to the Client providing all documents necessary for opening accounts, undertakes to open accounts for the Client in the currencies specified in the Client's application.

3.2. If the Client, at his request, opens new accounts/receives new banking services during the term of the Agreement, its provisions will apply to newly opened accounts/banking services from the moment of their opening.

3.3. The funds received in favor of the Client are credited by the Bank no later than the banking day following the day of receipt of the Bank's account statement at the relevant correspondent bank.

3.4. In cases where the documents serving as the basis for crediting funds to the Client's account contain incomplete, distorted, inaccurate or contradictory information, or such documents are missing, the Bank has the right to delay the crediting of the received amount to the Client's account until the receipt of a document containing the necessary information. The procedure for conducting an investigation by the Bank in such cases is determined by the rules established by the Bank. The Bank also has the right to return the amount to the sender if the document does not contain the information necessary to fully identify the Client, or if there is false information.

3.5. Transactions with funds on the Client's accounts are carried out on the basis of his written order. Funds are written off from accounts without the Client's order in the cases provided for in this Agreement, as well as in cases where such write-off is provided for by the legislation of the Kyrgyz Republic.

3.6. The Client bears full and unconditional responsibility for the correct execution of the order/instruction, electronic document/instruction for payment, indication of the details necessary for making the Payment (number of the Client's agreement with the supplier, name of the supplier's service/product for which the Client is paying, period of provision of the supplier's service, for which payment is made, personal/bank account number and name of the Client, payment amount, etc.).

3.7. The Client does not have the right to present a demand to the Bank for the return of a payment made using an information message/order/instruction sent by the Bank to the Client in the form of an SMS message/signed with a digital signature.

3.8. The Client agrees that the Identification and Verification methods are sufficient and duly certify the Bank's rights to conduct transactions on the Client's accounts in accordance with these Terms.

3.9. The provision of services provided for in the Terms is carried out only in the event of successful Identification and Verification of the Client.

3.10. Processing of the Client's data by the Bank during Identification and Verification is carried out only if the Bank has the Client's consent to process his personal data in writing, as well as if there is technical possibility.

3.11. The Bank has the right to refuse to carry out a transaction or provide information on the Client's Accounts or deposits if the Client is not Identified and Verified in the manner prescribed by the Terms, as well as if the amount of the account limit or deposit balance is insufficient to carry out the transaction and write off commissions provided for by the Bank's Tariffs.

3.12. Documentary confirmation of the fact that the Client has completed a transaction is an electronic document and/or other confirmation of transactions in the Bank's Automated Banking System, confirming the Identification and Verification of the Client, and the completion of operations in the system.

3.13. The Bank has the right to require the presentation of an identification document in cases established by the legislation of the Kyrgyz Republic, internal regulatory documents of the Bank, as well as if doubts arise about the legality of using the Account.

3.14. The Client has the opportunity to issue an order to the Bank for periodic transfer of funds in the form of a Standing Order from his Accounts. The Bank executes these instructions if there are sufficient funds on the Account (within the expense limit for the Account) to which the order is issued, taking into account the validity period of the order.

3.15. The Bank is not responsible for the Client's errors or duplication of any of the instructions or orders given by him. In cases of unjustified or erroneous transfer of funds by the Client to recipients, the Client will independently resolve the issue of return of funds with the recipients.

3.16. The Client's orders for the Transfer of funds from the Client's Accounts are executed by the Bank no later than the next Banking Day after the date of execution of the order.

3.17. Funds are credited to the recipients' Accounts when conducting cash deposit operations, transfers between Client Accounts through remote service channels no later than the next Banking Day after the day of the transaction.

3.18. Operations on Accounts, including through remote service channels, are applied based on the current Tariffs of the Bank.

3.19. Cancellations and adjustments for transfers through the SWIFT system are carried out on the basis of the Client's application in accordance with the current Tariffs of the Bank.

3.20. When canceling a transfer through the SWIFT system, the amount of the transfer commission is not returned to the Client. In this case, the Client is charged a commission for canceling the transfer/payment in accordance with the Bank's Tariffs.

3.21. The Bank is not responsible for failure to execute a transfer/for delays in transfers by correspondent banks/other third parties due to circumstances beyond the control of the Bank.

3.22. The Bank accepts the Client's orders for payments in national and foreign currency on the Operational Day established by the Bank. Documents received by the Bank after the expiration of the operating time/day established by the Bank are accepted by the Bank for execution on the next Banking Day.

3.23. The Bank is not responsible for possible delays, losses or other consequences associated with the delay or loss of funds if they occurred due to incorrect indication of the Recipient's details (including details of the Recipient's bank, errors made by the correspondent bank or a third bank).

3.24. The issuance of funds in an amount exceeding the limit established by the Bank, or its equivalent in other currencies, is made by the Bank no later than the next Banking Day from the date the Client submits an application to receive this amount.

3.25. Postal and other expenses of the Bank associated with servicing the Client's Account under the current Agreement are subject to reimbursement by the Client in full in the amount established by the Tariffs.

3.26. The Client undertakes, when replacing persons authorized to manage the Account on the basis of a Power of Attorney, or early termination of their powers, to immediately notify the Bank in writing or by other means of communication agreed upon by the Parties and to submit original documents confirming such changes. Otherwise, the Bank is not responsible for the actions of persons authorized to manage the Account on the basis of a Power of Attorney.

3.27. The Client undertakes, if there is a change in location, address, payment details, telephone numbers, fax numbers, as well as other changes relevant to the fulfillment of the terms of this Agreement, to notify the Bank in writing or by other means agreed upon by the Parties communications within 5 (five) Banking days and submit original documents confirming such changes.

3.28. The Client is obliged to report all erroneous transactions on the Account/Card within 5 (five) Banking days from the date of receipt of the statement, otherwise he bears the risk of adverse consequences associated with the payment of fines for the use of unjustifiably received funds, withdrawal of funds from circulation and etc.

3.29. Operations to close Client Accounts are carried out through a separate structural division of the Bank on the basis of an Application from the Client, drawn up in the form established by the Bank, signed by the Client in the manner specified in the Agreement. The Client has the right to apply for account closure by sending an electronic message (SMS / message to messenger) to the messenger (WhatsApp and/or Telegram) at Contact Center of the Bank, indicated on the Official website of the Bank, indicating the Code Word.

4. TRUSTED TELEPHONE NUMBER

4.1. Bank provides access to Halyk Mobile Internet Banking to Client on the basis of a written Application from the Client, which can be submitted by him either at the time of concluding the Agreement or at any other time during the validity period of the Agreement.

4.2. The Bank provides the Client with access to Halyk Mobile Internet Banking, after which the Client independently carries out subsequent registration in Halyk Mobile Internet Banking, and using the registered Login, generates a password, PIN code (for the mobile version of the application), and also selects the two-step Verification, complying with the requirements of the Bank, namely:

– The Client's application can be submitted provided that the Client has an Account with the Bank (has a loan, deposit or payment card and uses other services). If the Client does not have an Account with the Bank, the Client must open an Account in the manner prescribed by these Terms.

– An application for registration/change of login in Halyk Mobile Internet Banking or termination of service must be completed in accordance with Agreement.

4.3. The signing of the Agreement is the expression of the Client's will and the basis for subscribing to Halyk Mobile Internet Banking. And also, the signing of the Agreement by the Client is a confirmation of the Client's reviewing, agreeing and accepting the Halyk Mobile Internet Banking Rules, which are mandatory for the Client to comply with.

4.4. The trusted telephone number is the telephone number to which the Bank sends SMS messages/notifications in order to confirm the client's signing of banking documents by means of a simple electronic digital signature.

5. PROCEDURE FOR ACCEPTANCE AND CONDITIONS OF DEPOSITS WITH INTEREST ACCRUAL (DEPOSITS)

5.1. Deposit:

5.1.1. Under the Agreement, the Client has the right to deposit his funds in accordance with the terms of the Deposit in force at the Bank.

5.1.2. Based on the Application, the Bank opens an Account in the name of the Client and accepts the Deposit amount from the Client for a certain period on the day of opening the Deposit, pays remuneration on the Deposit in the amount and manner provided for by these Terms and the Application, and also returns the Deposit within the time limits established in the Application.

5.1.3. The Deposit can be made in cash/non-cash by the Client or the Depositor (in the case of opening a Deposit by proxy or to a third party).

5.1.4. The Client does not have the right to give instructions to the Bank to transfer funds, which are the amount of the Deposit, in favor of a third party before the expiration of the Deposit.

5.1.5. In the event that the Depositor replenishes the Client's Deposit (if additional contributions are provided for by the terms of the Deposit), the fact of receipt of funds into the Deposit is evidence that the Client has given preliminary consent to the receipt of funds on his Deposit from the Depositor, expressed in providing the Depositor with the information necessary for depositing funds for the Deposit.

5.1.6. Until the Client reaches the age of 14, the Client's rights and obligations under the Deposit Agreement are exercised on his behalf by the Client's parents/other legal representatives.

5.1.7. Minors over the age of 14 have the right to make Deposits and dispose of them independently, without the consent of parents, adoptive parents and trustees, in accordance with the legislation of the Kyrgyz Republic.

5.1.8. The opening of a Deposit through a separate structural division of the Bank is carried out on the basis of an Application/other document duly filled out and signed by the Client / Depositor (in the case of opening a Deposit by proxy or to a third party) and by the Bank by means of an electronic digital signature confirming the deposit by the Client / Depositor (in the case opening a Deposit by proxy or to a third party) and acceptance by the Bank of the amount of funds placed into the Deposit upon presentation by the Client of documents provided for by the legislation of the Kyrgyz Republic and the Agreement, and when opening Deposits through remote service channels using the means of Verification and Identification of the Client provided for Agreement.

5.1.9. The opening of certain types of Deposit through remote service channels (in case of technical implementation) is carried out on the basis of the Client's electronic order to open a Deposit, issued through Halyk Mobile Internet Banking using the Client Identification and Verification tools specified in the Agreement.

5.1.10. The Client indicates the parameters of the Deposit to be opened in the order to open a Deposit in Halyk Mobile Internet Banking, including the name of the Deposit, amount, currency, term, information about the Client's Demand Account with the Bank from which funds are transferred to open the Deposit and other terms for placing a Deposit, if any.

5.1.11. The Client confirms the terms of the Deposit in Halyk Mobile Internet Banking using the Verification and Identification tools provided for in the Agreement and the Terms posted on the Bank's Official Website.

5.1.12. An order to open a Deposit in Halyk Mobile Internet Banking, carrying out operations to open a Deposit in the Bank's Automated Banking System, confirming the Identification and Verification of the Client, and completing a transaction in Halyk Mobile Internet Banking, are confirmation of the Client's will to open a Deposit under the Agreement.

5.1.13. Confirmation of the placement of funds into the Deposit on the agreed terms is an order to open a Deposit by the Client in Halyk Mobile Internet Banking, while the Client agrees and confirms that he has signed the Application, which is equivalent to a written Application.

5.1.14. The Deposit parameters are stored electronically in the Bank's Automated Banking System.

5.2. Deposit interest:

5.2.1. Deposit interest amount is accrued according to the interest rate in effect on the day the Deposit is opened by the Client, and may be accrued by the Bank based on the actual number of days in the month and year, unless otherwise determined by the special terms of the Deposit.

5.2.2. Interest rates and annual effective interest rates on Deposits are posted on the Bank's Official Website at <https://halykbank.kg/deposit/depozity>. The yearly effective interest rate is not used when calculating interest on a term deposit and is for informational purposes only.

5.2.3. Deposit interest amount is accrued from the day following the day of receipt (depositing) of funds into the Client's open Bank Deposit account until the day preceding the expiration date of the Deposit.

5.2.4. When calculating interest, the number of days in a year can be considered by the Bank as 360, 30 days per a month.

5.2.5. Payment of interest is made monthly on a certain date or upon expiration of the Deposit, unless otherwise determined by the special terms of the Deposit. If the remuneration payment day falls on a weekend or holiday, the remuneration payment is made on the next Banking Day.

5.2.6. The amount of remuneration not claimed by the Client does not increase the amount of the Deposit on which the remuneration is accrued.

5.3. Early termination of Deposit:

5.3.1. The Client has the right to withdraw the amount of the Deposit early and the interest accrued in accordance with the terms of the Deposit, based on a written application submitted to a separate structural unit of the Bank.

5.3.2. If the Bank made a monthly payment of interest to the Depositor, then the excess amount of remuneration paid is subject to withholding. The overpaid amount of interest is withheld from the accrued amount of interest / principal amount of the Deposit.

5.3.3. In case of early termination at the initiative of the Bank, the principal amount of the Deposit is returned to the Client.

5.3.4. In case of early termination at the initiative of the Client, interest for the entire period of use of the deposit is paid by the Bank in an amount corresponding to the amount of interest paid by the Bank on demand deposits. Previously paid interest is deducted from the accrued amount of interest/principal amount of the Deposit.

5.3.5. If the Bank fulfills the demands of third parties to withdraw part of the Deposit amount in cases directly provided for by the current legislation of the Kyrgyz Republic, the Bank has the right to return the balance of the Deposit to the Client/authorized person ahead of schedule.

5.4. Deposit end date:

5.4.1. Upon expiration of the Deposit validity period, the Bank is obliged to pay the Client the amount of the Deposit and the interest accrued in accordance with the terms of the Application.

5.4.2. In case of violation of the deadlines for returning the Deposit amount and interest accrued by the Bank, the Bank shall be liable in accordance with the current legislation of the Kyrgyz Republic.

5.4.3. If the Deposit expires and the Client does not claim the Deposit amount and the accrued reward, the Client has the right to dispose of the funds by withdrawing them in cash.

5.4.4. If according to the Application the Client is a minor, then the issuance of the Deposit or part thereof is made subject to the restrictions established by the current legislation of the Kyrgyz Republic and these Terms, and upon presentation of the minor's birth certificate/passport.

5.4.5. If the Bank notifies the Clients about the return of the full amount of the Deposit in connection with the Bank's termination of accepting funds for a certain type of Deposit, further automatic extension of the Deposit term may not be carried out, the Deposit is valid until its expiration date/last extension period.

5.4.6. The return of the full amount of the Deposit can be made by the Bank unilaterally with prior notification to the Client/authorized person/ Depositor at least 30 (thirty) days in advance, by posting information on the information boards of separate structural divisions of the Bank and/or the Official website of the Bank, in cases of:

- termination of accepting new Deposits of this type by the Bank;
- provided current legislation of the Kyrgyz Republic.

5.4.7. In cases where the Deposit amount is not claimed by the Client upon expiration, the Deposit is considered extended under the terms of a bank deposit on demand. If there is a condition for prolongation of the Deposit in the terms after the expiration of the term for its placement and the Depositor has not claimed the Deposit, the Agreement is considered automatically extended for a same period, with interest accrued at the rate in effect on the day of prolongation (extension) of the Deposit validity period. Interest not claimed by the Depositor does not increase the amount of the prolonged Deposit on which interest is accrued. The number of such auto-prolongations cannot exceed 3 (three) times.

5.4.8. The Bank is a participant in the deposit protection system, on the basis of the Law of the Kyrgyz Republic "On the Protection of Bank Deposits", which provides a guarantee upon the occurrence of a guarantee event in accordance with the above law for the payment of compensation to the Client (depositor) by the Deposit Protection Agent of the Kyrgyz Republic in the manner, amount and terms provided by law.

5.4.9. The following bank deposits of individuals are not subject to compensation in accordance with the requirements of the Law of the Kyrgyz Republic "On the Protection of Bank Deposits":

- 5.4.9.1. Bank deposits of persons related to the bank; bank deposits of persons who, over the past 3 (three) years, have been foreign consultants or external auditors of the bank;
- 5.4.9.2. Bank deposits placed on behalf of a legal entities under power of attorney;
- 5.4.9.3. Bank deposits in respect of which there are restrictions or seizure in accordance with the Law of the Kyrgyz Republic “On Banks and Banking Activities”;
- 5.4.9.4. Bank deposits in branches of a resident bank outside the Kyrgyz Republic.
- 5.4.10. Time deposits opened (in Mobile Internet banking/remote channels) on weekends/holidays are taken into account on the next banking/working day.
- 5.4.11. When opening a time deposit (in Mobile Internet banking / remote channels), the client provides his unconditional consent to open a demand account in the deposit currency.
- 5.4.12. In case of early closure of a fixed-term Deposit opened (in Mobile Internet banking / remote channels), interest on the amount of the Deposit is not accrued.

6. PROCEDURE FOR PAYMENT CARDS ISSUE AND SERVICING

6.1. General provisions

- 6.1.1. These Terms determine the procedure for issuing and servicing bank local and international payment cards at the Bank, opening, maintaining and closing bank accounts through which transactions are carried out using Payment Cards, terms of service for individuals who have received a Payment Card, as well as the procedure for performing transactions using Payment Cards.
- 6.1.2. These Terms have been developed in accordance with the current legislation of the Kyrgyz Republic, regulatory legal acts of the National Bank of the Kyrgyz Republic, terms of local and international payment systems.
- 6.1.3. These Terms are standard for all Cardholders and define the provisions for receiving banking services by individuals using payment cards.
- 6.1.4. In order to conclude an Agreement, an individual submits an Application Form to the Bank for opening an account and issuing a Card in the forms approved by the Bank.
- 6.1.5. The Cardholder assumes all obligations under these Terms.
- 6.1.6. These Terms and Tariffs of the Bank are posted on the Official website of the Bank and separate structural divisions of the Bank.
- 6.1.7. The Bank's commissions for services provided for Card transactions are charged in accordance with the Bank's Tariffs in force on the date of provision of services.

6.2. Terms and designations

- 6.2.1. **Authorization** – permission of the Issuing Bank to carry out banking operations using a Bank Payment Card.
- 6.2.2. **Cancellation of the Card** – recognition of the Card as invalid and its withdrawal by the Bank from circulation.
- 6.2.3. **Issuing Bank** - a Bank that is a participant in the payment system, issues Cards, and is also responsible for obligations to other banks - participants in the payment system.
- 6.2.4. **Bank payment Card (hereinafter referred to as the Card)** is a payment instrument that allows the Cardholder to make payments when purchasing goods, services, receiving cash in national and foreign currencies, through POS terminals/ other devices and other operations, as well as a means of access to account for the Cardholder to manage the funds in the account. The Card is the property of the Issuing Bank and is provided for use by the Cardholder in accordance with the terms of the Agreement. Card can be digitalized / tokenized.
- 6.2.5. **ATM (Automatic Teller Machine)** is a hardware and software complex for issuing and accepting cash, obtaining information on Transactions completed by the Cardholder, making non-cash payments and issuing card receipts for all types of transactions made, and performing other operations available to the Cardholder.
- 6.2.6. **Contactless payment** is a payment made without physical contact between the card and the card reader or terminal.

- 6.2.7. **Card blocking** is a complete or temporary ban on transactions using the Card.
- 6.2.8. **Account owner (Client)** – an individual who has entered into an agreement with the Bank for banking services using a VISA / Master Card / Elkart payment card.
- 6.2.9. **Virtual POS terminal** is a web interface that replaces a physical POS terminal and interacts with the Bank's system.
- 6.2.10. **Virtual card** is a special card attached to a bank account, intended for e-commerce and issued in electronic form without a physical medium, only for purchasing goods on the Internet.
- 6.2.11. **Return or claim payment (Dispute)** – the Bank's refusal to make a payment for the Client's transaction, which is expressed in debiting the acquirer's account for the amount of the transaction disputed by the Client. The acquirer receives a message containing the reasons and justifications in accordance with which the chargeback was made.
- 6.2.12. **Statement** – a statement on the Account/Card, generated by the Bank at the request of the Cardholder and reflecting transactions made on the Account/Card for the period of time specified in the request of the Cardholder, taking into account the terms of this Agreement.
- 6.2.13. **ATM Statement (Mini Statement)** – a statement issued by the ATM at the request of the Cardholder. The statement covers a maximum of 10 (ten) recent transactions made on the Cardholder's account.
- 6.2.14. **Cardholder (Client)** – an individual in whose name the Bank has issued a main or additional card. The holder of the main card is the owner of the Account, to which additional cards can be issued. Owner of additional card is not the Account owner.
- 6.2.15. **Additional card** – a card issued based on the application of the main card holder in addition to the main card. The Main Card Holder is obliged to show these Terms to the Additional Card Holder and is also responsible for the unauthorized use of the Additional Card.
- 6.2.16. **Additional statement** – an account statement issued by the Bank at the request of the Cardholder and reflecting transactions made on the Account/Card for the requested period.
- 6.2.17. **Monthly statement** – a monthly statement of the Account is generated by the Bank at the request of the Cardholder, and reflects Card transactions made with the Account/Card during the past calendar month.
- 6.2.18. **Debt** – the debt of the Cardholder to the Bank in accordance with the Agreement (including the amount of the Technical Overdraft, as well as, interest accrued on the specified remuneration amounts and other losses/expenses incurred by the Bank, if any).
- 6.2.19. **Application-Questionnaire (Questionnaire/Application)** – an application for opening an Account and issuing a Card. It is an integral part of these Terms.
- 6.2.20. **Card** is a payment instrument that includes paying for purchases online and offline at a trade and service enterprise, withdrawing cash, replenishing a bank account/through remote service channels, transfers and performing other types of banking transactions, which also includes virtual card.
- 6.2.21. **Co-branded card** – a card jointly issued by the Bank and any organization.
- 6.2.22. **Code word** – a combination of letters or numbers selected by the Client and specified in the Application Form for receiving a Card or in other written documents provided by the Client to the Bank, used by the Parties to identify the Client by phone/messenger.
- 6.2.23. **Authorization Limit**– the maximum amount of funds available to the Holder of a bank/payment Card for performing transactions using bank/payment Cards.
- 6.2.24. **Mobile POS terminal (mPOS)** is a device and software for smartphones or tablet computers that allows non-cash payments using a bank/payment card.
- 6.2.25. **International payment system** – International payment system.
- 6.2.26. **National payment system** – National payment system.
- 6.2.27. **Unauthorized payment** – a payment made in violation of the requirements of an authorized payment. Unauthorized are payments include those made using fake Cards.

6.2.28. **Minimum balance** – the amount blocked on the card account for the proper fulfillment of obligations under this Agreement by the Client. Minimum balance amount is determined by the Bank's Tariffs.

6.2.29. **Emergency situation** is a situation that cannot be resolved by the built-in automatic risk management tools of an individual payment system/Bank in accordance with the rules and technology of the system and requires specially organized activities of the operator/Bank personnel to resolve it.

6.2.30. **Overdraft** is a form of short-term loan that allows to write off an amount in excess of the balance on the Account/Card from the Client's account.

6.2.31. **Main Card** – a Card issued by the Bank in the name of the Account owner - the holder of the main Card, who has full rights to carry out transactions on the Card.

6.2.32. **PIN code** – Personal Identification Number (secret code), consisting of 4 (four) or more digits and used to identify the Cardholder when conducting card transactions in an automated mode. PIN code is analogue of Client's handwritten signature.

6.2.33. **PIN envelope** – a special sealed envelope issued to the Cardholder containing an insert on which the PIN code is printed.

6.2.34. **Point of acceptance and/or issue of cash** - Point of acceptance and/or issue of cash, an appropriately equipped place (premises) for carrying out operations for issuing and/or receiving cash, making payments, including using Cards.

6.2.35. **Payment system (hereinafter referred to as the System)** – Payment system for settlements using bank payment cards (payment system using cards) – a set of norms, standards, rules, institutions and software and hardware for organizing payments using cards/other instruments. Payment systems are subdivided on local, national and international ones.

Local payment system is a payment system using cards issued by one (single-issuer) or several (multi-issuer) issuers on the territory of the Kyrgyz Republic. Local system cards can be serviced in peripheral devices according to the terms of the agreement between participants and systems.

International payment system for settlements using bank payment cards (international payment system) is a system for settlements using international cards issued and serviced in accordance with the requirements of operators of these systems and the legislation of the Kyrgyz Republic. The system establishes certain rules for mutual settlements in foreign currency for payments using cards between system participants.

6.2.36. **POS terminal** is banking equipment installed in a trade and service enterprise to accept payments for goods and services using payment cards, electronic wallets and/or other remote service tools, as well as issuing cash from bank cards.

6.2.37. **Processing Center** is a legal entity that provides information and technological interaction between participants in Payment systems and settlements.

6.2.38. **Transaction Register** is a document received by the Bank in electronic form from the Processing Center and containing information about Card transactions for a certain period of time on a specific card.

6.2.39. **Payment card details/card data** – a set of characters and numbers located on the front and back of the Card, as well as recorded on the magnetic stripe and chip of the Card.

6.2.40. **Authorized payment** – a payment made using the Card, if at the time of making the payment the Card was not blocked, its validity period did not expire, and the Card was used to make a payment by its Holder.

6.2.41. **Stop list** – a list of Card numbers prohibited for servicing in payment systems, transmitted to all Card Service Points to prevent the use of lost and stolen cards.

6.2.42. **SMS – notification** – receiving SMS notifications to the Trusted telephone number about expenditure and/or incoming transactions made using the Card and/or other informational mailings.

6.2.43. **Daily transaction limit** is a limit on the maximum amount and/or number of transactions carried out using the Card, established in accordance with the Bank's internal documents, if

exceeded, additional authorization of the transaction may be carried out at the discretion of the card service point.

6.2.44. **Card validity period** – the period during which the Card can be used to make transactions. Reissue of an expired Card is carried out upon personal request or confirmation by the Client of the extension of use of the Card through remote service channels.

6.2.45. **Account** – an account opened by the Bank for the Cardholder for the turnover of funds and for the Cardholder to carry out Transactions on the Card.

6.2.46. **Tariffs** – a list of services established by the Bank and the amount of remuneration charged for services, indicated on the Official website of the Bank.

6.2.47. **Technical Overdraft** – an overdraft that arises for reasons beyond the Client's control (for example, exchange rate differences, etc.).

6.2.48. **Bank's terminal network** is a set of Bank devices designed for data processing, transmission, cash issuance, non-cash transactions, or receiving information on payment cards of the Payment System.

6.2.49. **Sales receipt (receipt)** – a document confirming the fact of making a payment using the Card.

6.2.50. **Trade and service enterprise** is a legal entity or individual entrepreneur who, in accordance with an agreement concluded with an acquirer, accepts cards for payment for goods or services, issuing cash with the preparation of documents confirming transactions with cards. Funds on a bank/payment card can be issued only if there is an agency agreement with the Bank and in accordance with the limits established by the regulatory legal acts of the National Bank of the Kyrgyz Republic, subject to compliance with the requirements of the legislation of the Kyrgyz Republic on issues of combating the financing of terrorist activities and legalization (money laundering) of criminal proceeds in terms of the agent taking appropriate measures for simplified identification and verification of the Cardholder.

6.2.51. **Token** is a digital analogue containing payment information.

6.2.52. **Tokenization** is a system for protecting Card details by replacing these details with a Token provided by the services of the International Payment System.

6.2.53. **Transaction** - an operation using the Card when purchasing goods, services, currency exchange or receiving cash and other operations, as a result of which the Account is debited or credited in the amount of the Transaction.

6.2.54. **Three-digit check code CVV 2 (Card Verification Value 2)** – a unique three-digit card verification code located on the back of the card, next to the magnetic stripe, intended for conducting transactions for payment for goods and services/registration via the Internet and mail order / telephone order (i.e. remote payment by phone, by mail) transactions.

6.2.55. **Acquirer** is a financial and credit institution that acquires Cards.

6.2.56. **Acquiring** – carrying out settlements for Card transactions performed by Cardholders at ATMs, POS terminals and other devices.

6.2.57. **Cardex** is a card money transfer system based on the software and hardware complex of MPC CJSC, which allows transfers using card details through self-service devices connected to MPC CJSC.

6.2.58. **MOTO (Mail Order / Telephone Order)** – a payment order of the Bank Client, drawn up using the Card details, for example, reservation of hotels, cars by phone or by e-mail, fax, etc.

6.2.59. **NFC (Near Field Communication)** is a short-range wireless/contactless data transmission technology that makes it possible to exchange data between devices and/or a card and a device.

6.2.60. **Visa Direct** is a technology based on the VisaNet network, which allows for secure and convenient transfer of funds in real time between cardholders around the world.

6.3. Issue of the main card, PIN envelope and opening of the card accounts

6.3.1. To open an Account and receive a Card, the Cardholder fills out an application in the prescribed form and submits it to the Bank for consideration.

6.3.2. The account is intended only for performing the following card transactions:

- crediting money to the account in cash and non-cash in the account currency;
 - debiting money from the account to pay for Card transactions;
 - debiting money from the account to pay the Bank the remuneration under this Agreement;
 - debiting money from the account to repay the Cardholder’s Debt to the Bank arising under the Agreement;
 - and other operations provided for by the legislation of the Kyrgyz Republic and these Terms.
- 6.3.3. Based on the application, the Bank opens an Account and issues a Card in the name of the Cardholder within a period of at least 5 (five) working days (in case of urgent issue, the Card is issued within 2 (two) working days) from the moment of receipt of payment for opening the Account according to the Bank tariffs.
- 6.3.4. The deadlines in paragraph 6.3.3 are indicated for the city of Bishkek; delivery of cards to the regions can reach up to 10 (ten) working days for standard issue and 5 (five) working days for urgent issue.
- 6.3.5. The Bank issues the Card to the Client or his authorized representative acting on the basis of the power of attorney issued by the Client.
- 6.3.6. Activation of the International Payment System Card is carried out by sending an SMS message to the telephone number “8080” with the text: “EPIN, space, last 4 digits of the Card number”. Activation of the card is possible with the received PIN code within two hours. If the Card is blocked due to incorrect PIN code entry, you can activate it after two hours.
- 6.3.7. Upon receipt of the Elkart Card, the Cardholder receives a PIN envelope to activate the card.
- 6.3.8. Upon receipt of the Card, the Cardholder must sign on the back of the Card in the signature field.
- 6.3.9. Transferring the Card to other persons for use or as collateral is prohibited. A card presented by an unauthorized person is subject to confiscation.
- 6.3.10. In case of loss of the PIN code of the Elkart card, the Client must apply for re-issuance of the card.
- 6.3.11. Re-issuance of the PIN code for the Elkart card is carried out subject to the availability of the corresponding service.
- 6.3.12. In order to protect funds on the Account, it is prohibited to transfer the Card/PIN code/payment card details to third parties. The Cardholder bears full responsibility for transferring the Card/PIN code/payment card details to third parties, while the Bank disclaims all responsibility for the unauthorized use of funds using the Card.
- 6.3.13. After the Card is issued, the Holder is given a special sealed envelope with a PIN code printed on it. It is recommended to immediately open the envelope upon receipt, remember the PIN code and destroy the envelope. The PIN code is unknown to Bank employees and must be kept secret by the Cardholder for the entire period of use of the Card. Certain rules must be followed to ensure the secrecy of the PIN code:
- If The PIN code is written down somewhere by the Cardholder, then the Card and the record should be kept separately;
 - Do not allow anyone to spy on the combination of PIN code numbers being typed on the keyboard of an electronic device;
 - Do not write down the PIN code on the card itself. Claims will not be considered for cards with a PIN code printed on them.
- 6.3.14. When entering a PIN code, the numbers on the displays of electronic devices are not specifically highlighted, but are replaced by a symbol. If the wrong PIN code is entered three times in a row (with any time interval, when using one or different electronic devices), then, in the event of a fourth error in a row, the Bank will block the Card and it will be detained at the ATM and may be withdrawn from the Service Provider or a cash collection point until the circumstances are clarified.
- 6.3.15. The Bank is not responsible for transactions made as a result of disclosure of the card number and/or PIN code, CVV / CVC code by the Client/Cardholder.

6.3.16. All transactions carried out using the PIN code are considered to be completed by the Cardholder.

6.3.17. The cardholder can independently change the PIN code in the Bank's self-service devices, but he must know the current PIN code.

6.3.18. The amounts of card transactions made using the Card, the amount of commissions for card transactions made using the Card, including commissions of other banks, exchange rate differences and any other expenses associated with servicing/issuing the Card are debited by the Bank from the Account without acceptance in accordance with these Terms.

6.3.19. The virtual card is issued at the Bank's office or through remote service channels, if the appropriate service is available.

6.3.20. A virtual card is issued without physical media.

6.3.21. To use a virtual card, you must have a connected remote service channel.

6.3.22. Information about the owner, card number, expiration date and CVV / CVC code can be received by the Client partially through remote service channels and SMS messages to a Trusted telephone number.

6.3.23. The virtual card is designed to make secure purchases on the Internet.

6.3.24. At the request of the payment system, all VISA payment cards must support contactless payment technology (NFC).

6.3.25. If the Bank has tokenization technology and payment via mobile phone using the NFC module, Bank cards can be linked to these systems for payment and withdrawal of funds at the Client's request.

6.3.26. The Bank, at its discretion, may limit the number of cards issued per Client.

6.3.27. The token is issued for a period of up to 6 (six) years.

6.4. Receiving an additional card and PIN envelope

6.4.1. To receive an Additional Card, the Cardholder fills out an Application in the prescribed form and submits it to the Bank for consideration. The holder of the Additional Card can be either the Cardholder or his authorized representative.

6.4.2. The Bank issues an Additional Card of the International Payment System / Elkart and a PIN envelope with a code within the time limits established in paragraphs 6.3.3 and 6.3.4, after submitting an application for the issuance of an Additional Card and subject to payment by the Main Card Holder of the commission in accordance with the Bank's Tariffs. A separate account is not opened for the Additional Card; the Additional Card uses funds from the Main Card account, within the limits established by the Main Card Holder.

6.4.3. Upon receipt of the Card, the Additional Card Holder must sign on the back of the Card in the signature field.

6.4.4. In case of issue of an Additional Card, all provisions of these Terms/Agreement apply equally to the Additional Card.

6.5. Terms of card use

6.5.1. Receiving monetary funds

6.5.2. Cardholder can receive cash in several ways using the Card, including through tokenization:

- through cash out points;
- through ATM/other devices;
- through Bank agents providing the relevant service.

6.5.3. When issuing cash through the Cash Acceptance and/or Cash Out Point, you must present the Card and an identification document to the cashier.

6.5.4. After checking the documents, the employee carries out authorization through the POS terminal.

6.5.5. If the answer is positive, two receipts are printed, each of which must be signed by the cashier and the Cardholder. Then the cashier will issue cash in the amount indicated on the receipt.

6.5.6. it is possible to charge an additional commission at the Cash Acceptance and/or Cash Out Point from third-party banks, which an employee of the third-party bank must announce before the operation.

6.5.7. If the Cardholder disagrees with the transaction performed at the Cash Acceptance and/or Cash Out Point, it is necessary to request cancellation of the transaction on the day of the main transaction. In this case, the operation itself and all commissions charged by the bank will be canceled.

6.5.8. Cancellation of an operation is carried out only for the entire amount; partial cancellation of an operation is not possible.

6.5.9. If it was not possible to cancel the transaction, you must contact the Issuing Bank to file a claim statement in accordance with paragraph 6.20 of these Terms.

6.5.10. When issuing cash through ATMs, the authenticity of the Card and the Client's rights as the legal owner of the Card are verified when the Client correctly enters the PIN code on the ATM keyboard.

6.5.11. Upon completion of the transaction at the ATM, the ATM returns the Card to the Client. It is necessary to timely withdraw the money and Card issued by the ATM, otherwise, if the Client does not do this within 15 (fifteen) seconds, the ATM will take the money back and may not return the Card.

6.5.12. If the card or money was not issued, was forgotten, there was an excessive write-off of funds, etc., the Client must contact the Bank to file a claim in accordance with paragraph 6.20 of these Terms.

6.5.13. In case there is an urgent need to receive funds from the Client's account without the presence/use of Bank Cards - VISA, Master Card and Elkart (the card was not delivered on time, stolen, lost, damaged, etc.), funds can be received in cash through the Bank's cash desk/Mobile Internet banking by transferring cash from the card to a demand account.

6.5.14. Money is issued after the actual balance on the demand account has been clarified, taking into account transactions previously carried out on the Card.

6.5.15. In case of tokenization of the Card, the Holder must:

6.5.15.1. Delete the mobile application/token or temporarily block it in the manner prescribed by paragraph 6.10.1 of these Terms if voluntarily transferring the device;

6.5.15.2. Delete / block the token in the manner prescribed by paragraph 6.10.1 of these Terms if the device is lost/stolen and/or the token is compromised.

6.6. Payment by the card at a trade and service enterprise

6.6.1. To make payment for goods purchased or services provided, the Cardholder must present the Card.

6.6.2. Transactions with the Card are carried out only in the presence of the Client for security purposes in the event that the operation is carried out by an employee of the outlet.

6.6.3. It is allowed for the Cardholder to make payments without using a PIN code/contactless payments for a total amount of no more than 30 (thirty) rated indices per transaction.

6.6.4. After verifying the authenticity of the Card, an employee of the outlet performs authorization using the POS terminal; the operation can be carried out with entering a PIN code, with a signature, or without entering a PIN code. If a transaction is carried out using a PIN code, it is not necessary to sign the receipt, since the operation is confirmed by a PIN code - an analogue of a handwritten signature. If a PIN code was not requested during the chip operation, then you must sign the receipt. If the operation was carried out using NFC technology, then a PIN code and signature may not be required, subject to such permission by the Issuer.

6.6.5. POS terminal receipt is a financial document certifying the fact of a transaction/operation.

6.6.6. The POS terminal receipt is printed in duplicate. The Client should not sign the receipt if it does not contain an amount that will later be debited from the Client's Account with the Bank, if an incorrect amount is entered, or if other details of the transaction are missing (for example, the date).

6.6.7. POS terminal receipts must contain the following data:

- document number, date and time of the transaction,
- name (code) of a retail outlet or acquirer,
- payment amount,
- payment currency,
- authorization code,
- commissions or discounts (if any),
- Card details in accordance with the System security rules,
- additional details, if provided for by the regulations and operating procedures of the relevant Systems.

6.6.8. If the Customer's signature was used as confirmation of authorization, the employee of the outlet must compare the Customer's signature, placed in his presence on the receipt, with the signature on the back of the Card.

6.6.9. If an employee of a retail outlet is not convinced of the identity of the signatures, he has the right to demand that the receipt be re-signed (in some cases, several times, until the employee is convinced of the authenticity of the signature), as well as demand to present an identification document of the Client.

6.6.10. If an employee of a retail outlet is not sure of the identity of the Client's signature, he has the right to refuse to pay for the Client's purchase using the Card, cancel the transaction and offer the Client another payment method, for example, cash.

6.6.11. After the employee of the retail outlet has properly executed the receipt, verified the Client's signature and accepted payment by Card, he is obliged to give the Client the first copy of the receipt.

6.6.12. The Bank strongly recommends keeping copies of all documents received by the Client confirming payment for goods and services by Card.

6.6.13. In case of disagreement with the operation, the Client must return all goods and demand cancellation of the operation on the day of the main operation.

6.6.14. Cancellation of an operation is possible only for the entire amount of the operation; partial cancellation of an operation is not possible.

6.6.15. If the goods are returned on a day different from the day of the transaction, the Client must request a refund to the card.

6.6.16. When carrying out a refund operation to the card, a partial refund is possible.

6.7. Payment via the Internet using a card

6.7.1. Payment on the Internet is possible only if access to carry out these operations is approved by submitting an appropriate application to the bank/or by default upon receipt and activation of the Card, as well as through Halyk Mobile Internet banking (in case of technical implementation).

6.7.2. The Cardholder has the right to refuse service on the Internet by submitting to the Bank an application to block access to service on the Internet, and/or independently disable the service in Halyk Mobile Internet Banking.

6.7.3. By filling out an application for opening access to transactions on the Internet / without contacting the Bank with an application to ban access to transactions on the Internet, when such access was opened by default upon receipt and activation of the Card, the Cardholder acknowledges and confirms that he personally is the initiator providing him with the technical ability to make payments on the Internet using Card data, as well as the fact that he exempts the Bank from any liability for any consequences that may arise for the Cardholder when making payments via the Internet both by the Cardholder himself and any third party, authorized or not authorized by the Cardholder.

6.7.4. The Cardholder hereby confirms that he assumes all possible losses, damages, risks, etc. associated with:

– possible access of third parties to the Card data and/or Cardholder data, which the latter used when making payments via the Internet using the Card, including on sites that do not support 3D secure technology.

– implementation of any payments via the Internet by a third party who knows the Card data and/or Cardholder data. The Bank is not responsible for the Client's loss of confidential information when using unverified Internet resources.

6.7.5. Before purchase/payment, the Cardholder must make sure that the online store supports 3D-secure technology and is reliable and verified.

6.7.6. The Cardholder must avoid sending Card details to third parties via email and other communication channels, since the transmitted information is not completely protected from interception and use by third parties.

6.7.7. The Cardholder must ensure that online stores use certified standards of informational security. The "lock and key" image in the browser, for example, means that the store uses the SSL (Secure Sockets Layer) protocol, which provides security for data transmission.

6.7.8. When carrying out payment transactions on the Internet, the Cardholder understands and accepts responsibility for possible negative consequences arising from this type of transaction, and hereby guarantees that he will not submit claims to the Bank or any claims against it in such cases, since the Bank has previously and fully informed the Cardholder about the possible risks associated with making payments via the Internet.

6.7.9. By these Terms, the Bank informs the Client/Cardholder about the presence of high-risk transactions for which, according to the rules of the system, a refund of funds is not possible and/or claims are not provided for. The possibility of carrying out such operations is blocked by the Bank by default and is provided to the Cardholder only upon his request. The list of transactions is published on the bank's official website: <https://halykbank.kg>

6.7.10. Confidentiality and security of data transmission is ensured in accordance with Google regulations.

6.8. Account replenishment

6.8.1. You can replenish your Card Account in cash or non-cash using transfers, Bank cash desks, terminals, ATMs and other methods.

6.8.2. Any individual or legal entity can replenish the Account in separate structural divisions of the Bank.

6.8.3. For card transactions, funds, depending on the method of replenishment, become available during the banking business day, when money is received into the account. In other cases, funds, depending on the method of replenishment, become available on the next banking day.

6.9. Cards seizure

6.9.1. The Card is seized by an ATM, a trade and service enterprise or a point of acceptance and/or delivery of cash in the following cases:

- Card is blocked;
- Card presenter is not its Holder;
- Cardholder forgot the card at the place of the Card transaction after transaction was carried out;
- PIN code was entered incorrectly more than 3 (three) times;
- For other reasons

6.9.2. When the Card is seized (except for cases of its seizure by an ATM), a corresponding report is drawn up.

6.9.3. The reason for the seizure of the Card is clarified by the Bank no later than the next banking day following the day the Cardholder contacts the Bank/another bank - a member of the International Payment System, by telephone or in writing.

6.9.4. The return of the Card is made by the Bank directly to the Cardholder after an appropriate decision is made by the local bank or the Bank in the event of delivery of the Card to the Bank, upon a written application from the Card Holder.

6.9.5. If the Card is withdrawn by an ATM, you must:

- contact with the bank that installed the ATM. Bank coordinates and telephone numbers are usually indicated on the ATM itself or near the location of the ATM;
- contact with the bank that services the ATM, and clarify the Card return period;
- an identification document is required to receive the Card.

6.9.6. If the bank that owns the ATM refuses to return the Card, you must contact the Bank with a claim in accordance with paragraph 6.20 of these Terms.

6.10. Card blocking

6.10.1. In case of loss/theft of the Card/voluntary transfer of the device/loss/theft of the device and/or compromise of the token, you must immediately:

- contact any branch of the Bank with a written application to block the Card/token. The application indicates the last name, first name and patronymic of the Cardholder and the reason for blocking;
- block Card/token via mobile or online banking;
- contact to the Contact Center by telephone numbers (listed on the Bank's website) +996 312 988 330, +996 706 988 330 (WhatsApp), 8008 to block the Card/token using the code word and/or additional personal data of the Client (passport details, contact details, transactions on accounts).

6.10.2. Cards of the Elkart National Payment System can also be blocked by contacting MPC CJSC on a 24-hour multi-channel phone number +996 312 637696, +996 312 637738 and using the code word.

6.10.3. If the Bank determines that the Card has been blocked indicating the Code Word, claims for the consequences of blocking by the Bank will not be accepted.

6.10.4. After the Card is blocked/lost, based on an additional written application from the Cardholder, the Bank issues a new Card to the Cardholder's account, with a new number and PIN code.

6.10.5. If a Card previously declared as lost is discovered, the Cardholder must immediately inform the Bank about this and then return the Card to the Bank. In case of non-return of the Card found, the Cardholder assumes all risks associated with the non-return of the Card and reimburses the Bank for any expenses that the Bank may incur in connection with the non-return of the Card.

6.10.6. The Bank has the right to determine the extent of liability of the Cardholder in the event of dishonesty committed by him when storing the card or failure to maintain the secrecy of the PIN code even after blocking the Card by the Cardholder, as well as in the event of intentional illegal actions of the Cardholder.

6.10.7. To unblock the Card, Cardholder must contact any separate structural unit of the Bank with a written request to unblock the Card.

6.10.8. The token can be deleted by the Cardholder from his mobile device independently.

6.10.9. The Token is blocked in the manner prescribed by paragraph 6.10.1 of these Terms.

6.11. SMS notification

6.11.1. SMS notification can be activated for all Bank Cards, if available in the Bank via the Trusted telephone number.

6.11.2. To activate the SMS notification service, the Cardholder must provide an Application for activation of the SMS notification service.

6.11.3. The Cardholder pays a commission for SMS notifications according to the Bank's Tariffs. Commission is charged automatically.

6.11.4. The Cardholder has the right to refuse the SMS notification service by submitting a written application to the Bank.

6.11.5. If the Cardholder wishes to change the mobile phone numbers to receive SMS notifications/Trusted telephone number, he must inform the Bank about this.

6.12. Technical overdraft

6.12.1. When a Technical Overdraft is formed, the Cardholder is obliged to pay the Bank the full amount of the Technical Overdraft, taking into account accrued interest, fines, penalties and other

expenses, as well as Bank commissions provided for in the Bank's Tariffs, within 2 (two) days from the date of formation of the Technical Overdraft.

The funds received on the Client's Card/Bank account are sent by the Bank to repay the total amount of debt under the Technical Overdraft, as of the current date, according to the following priority;

- commission for Technical Overdraft, if available;
- amount of Technical Overdraft;
- interest, fines, penalties and other expenses;
- for making a payment if the Cardholder or Additional Cardholder has transferred the Card and disclosed the PIN code to a third party;
- for Card transactions, including those made by third parties using the Card, its analogue or Card details;
- other obligations of the Cardholder to the Bank;
- for possible negative consequences of access to any transactions through Internet and mail order / telephone order, including, but not limited to: the risk of unauthorized transactions by third parties using the Card via the Internet and mail order / telephone order according to paragraph 6.18.6.

6.12.2. In the event of insufficient funds on the minimum balance to repay the Technical Overdraft, the remaining amount of debt will be written off in accordance with paragraph 6.16.3 of these Terms.

6.13. Term card validity, termination of card use, card replacement, account closure

6.13.1. The Main and Additional Cards are the property of the Bank; upon expiration of the Cards, or at the first request of the Bank, the Cards must be returned by the Cardholder to the Bank.

6.13.2. The Card indicates its expiration date (month and year). The Card is valid until the end of the last day of the month indicated on it, after which all expired Cards are blocked.

6.13.3. In case of refusal to use the Card and Account, the Holder is obliged to submit a corresponding written application to the Bank, return the Card and close the Account.

6.13.4. The Card is replaced in cases where its validity period expires, if the Card is damaged, or if the PIN code has been declassified, or its details have been compromised, etc.

6.13.5. The old Card must be returned to the Bank, except in cases of loss or theft of the Card.

6.13.6. If the Card expires and the Cardholder wishes to continue using the payment bank card, the Cardholder must contact the Bank and submit an application for re-issuance of the Card due to its expiration.

6.14. Security rules for cardholders to prevent card fraud

6.14.1. Upon receipt of the Card, the Cardholder is required to sign the signature strip on the reverse side of the Card.

6.14.2. The Cardholder is recommended to write down the card number and the telephone number of the Bank's Contact Center for contact in case of loss/theft of the Card.

6.14.3. The Cardholder must remember the code word and not store it together with the card and PIN.

6.14.4. The Cardholder must keep the PIN secret. Disclosure of the PIN code to third parties may lead to unauthorized use of the Card, that is, to unauthorized spending of funds belonging to the Cardholder.

6.14.5. The Cardholder does not have the right to disclose the PIN code to anyone: neither to representatives of the Bank, nor to representatives of law enforcement agencies, nor to cashiers of retail outlets. Only Card Holder has the right to know the PIN code.

6.14.6. The Card and PIN should not be kept close together, and the Cardholder should not write the PIN on the Card itself or in documents stored next to the Card.

6.14.7. When changing the PIN code, Card Holder cannot use obvious, easily guessed digital combinations, for example, the end of the phone number, birthday date, etc.

6.14.8. The Cardholder must comply with the rules for storing the Card:

- Not leave the Card near sources of open fire;
- Not expose the Card to mechanical stress.

6.14.9. The Card cannot be transferred to third parties. Use of the Card by a third party is considered by the Bank as a gross violation of these Terms and may lead to unilateral termination of the Agreement at the initiative of the Bank.

6.14.10. During the transaction, the Card must be in the field of view of the Cardholder. Necessary take Card straightaway same after completion Transactions / Operations.

6.14.11. Card Holder should keep all receipts for later reference. Card Holder cannot throw receipts into a trash container in a public place.

6.14.12. If possible, Card Holder should use ATMs during daylight hours and choose well-lit areas at night. It is necessary to check the ATM reader for any suspicious devices and make sure that no one is standing behind/next to the Customer while conducting transactions at the ATM.

6.15. Rights and responsibilities of the Bank and the Cardholder

6.15.1. Responsibilities of the Bank

6.15.2. To provide services to the Cardholder in accordance with the legislation of the Kyrgyz Republic, regulations of the National Bank of the Kyrgyz Republic, internal regulations of the Bank and these Terms.

6.15.3. To open an Account for the Cardholder upon provision by the Cardholder to the Bank of the documents necessary for opening the Account.

6.15.4. To ensure the secrecy of the Account, transactions on the Account and information about the Cardholder in accordance with the current legislation of the Kyrgyz Republic.

6.15.5. To issue the Card and PIN envelope, transfer them to the Cardholder, subject to payment by the Cardholder of the commission in accordance with the Bank's Tariffs.

6.15.6. To credit funds received in favor of the Cardholder to the Cardholder's Account no later than the banking day following the day the Bank receives all necessary documents. The Bank has the right to delay crediting the received amount to the Account until it receives a document containing the necessary information. If supporting documents are not received within 30 (thirty) calendar days, the Bank has the right not to credit the blocked amount until the relevant documents are provided.

6.15.7. The Bank also has the right to return the amount to the sender if the document serving as the basis for crediting funds does not contain information necessary to identify the Cardholder or if there is incorrect information.

6.15.8. To carry out Blocking/Unblocking of the Card/Additional Card within one banking day, upon receipt of an Application for blocking/unblocking of the Card/Additional Card from the Cardholder.

6.15.9. Based on the received application, provide an Account Statement to the Cardholder or his trusted person.

6.15.10. Based on the Client's application, close the Account and transfer the remaining amount of funds after deducting the relevant commissions / debts to the Bank according to the details specified in the Application, or issue them in cash. If there are insufficient funds in the account on the date of payment or transfer of funds, the instruction will not be executed.

6.15.11. Accrue remuneration on the balance of funds on the Account if there is a Tariff at the rate established in the Bank's Tariffs. Remuneration is credited by Bank monthly.

6.15.12. The Bank informs cardholders about the presence of high-risk transactions for which, according to the rules of the System, refunds are not possible and/or claims are not provided for. The ability to carry out such operations is blocked by default and is provided only at the request of the Cardholder.

6.16. Rights of the Bank

6.16.1. Unilaterally change, supplement these Terms and change or establish new Tariffs, interest schemes and interest rates on the account, by posting the corresponding changes and

additions on the Official website of the Bank, information stands of separate structural divisions of the Bank.

6.16.2. Require the Cardholder to comply with these Terms.

6.16.3. Distribute funds received into the account to repay the total amount of debt as of the current date according to the following priority:

- Penalty/fine for late repayment of debt by the Cardholder;
- Technical Overdraft and Overdraft;
- For making a payment, if the Cardholder or Additional Cardholder has violated the terms of the Agreement and transferred the Card and disclosed the PIN code/Card data to a third party;
- For completed Card transactions, including those made by third parties using the Card, its analogue or Card data.
- For possible negative consequences of access to any transactions via the Internet and mail order / telephone order;
- Other obligations of the Cardholder to the Bank.

6.16.4. Stop servicing the Card/ refuse to carry out a transaction on the Account/ refuse to extend the validity period of the Card/ block or withdraw the Card in case of non-compliance by the Cardholder with these Terms, upon termination of the Agreement, including the refusal of the Cardholder to use the Card, as well as in other cases, provided for by the legislation of the Kyrgyz Republic.

6.16.5. Write off funds without authorization (without the additional consent of the Cardholder) from the Cardholder's Account, or from any other Cardholder accounts opened with the Bank, in the event of insufficient funds in the Cardholder's Account.

6.16.6. If the currency of the account from which funds are debited differs from the currency of the Cardholder's obligation and/or expenses associated with servicing the Card, account and performing transactions under this Agreement, the Bank has the right to convert the debited amount as established by the Bank at the time conversion to non-cash commercial exchange rates, with terms without acceptance from the Cardholder's account of a commission for the conversion established by the Bank's Tariffs.

6.16.6.1. The conversion is done as follows:

A) the amount in the currency of payment/purchase of a product or service is converted into the billing currency (the currency of the International Payment System) at the rate of the International Payment System at the time of the card transaction (hereinafter referred to as the billing amount);

B) if the billing currency differs from the currency of the client's account (the currency in which the client's account is opened with the Bank), then the billing amount is converted and blocked at the Bank's rate at the time of the transaction;

C) subsequently, the billing amount is debited from the client's account at the Bank's exchange rate at the time of the actual debiting of funds.

6.16.7. Refuse to satisfy the Cardholder's claims regarding the shortage when receiving/replenishing funds in the ATM if there is no surplus in the ATM, as well as in the case of an electronic log of the ATM recording a successful operation of receiving/replenishing funds and/or if the receipt of funds recorded by the ATM's CCTV camera.

6.16.8. Request information from the Cardholder, at its own discretion, including documents related to transactions performed on the Account (agreements, contracts, invoices issued to the Cardholder, etc.).

6.16.9. Block the Card with its subsequent cancellation at its discretion and require the Cardholder to return the Card within 5 (five) Banking days in the following cases:

- multiple Technical Overdraft cases;
- in case of violation of the terms of repayment of the Cardholder's debt to the Bank under these Terms;
- failure by the Cardholder to fulfill obligations under the Agreement/terms;

- seizure, suspension of transactions on the Account or other encumbrance of the Account in accordance with the legislation of the Kyrgyz Republic;
- to block the Card upon receipt of a notification or Application from the Cardholder;
- notification by the Bank to the Cardholder of termination of the Agreement;
- in other cases, provided for by the Agreement, the rules of payment systems and the legislation of the Kyrgyz Republic.

6.16.10. Blocking and cancellation of the Card on the grounds specified in paragraph 6.16.9 of these Terms is carried out within the time limits independently determined by the Bank. In this case, the Bank makes the final payment to the Cardholder 45 (forty-five) calendar days after the Card is blocked due to account closure.

6.16.11. Do not accept for consideration a claim regarding a Card transaction submitted by the Cardholder after 45 (forty-five) calendar days from the date of its completion.

6.16.12. Do not accept for consideration the Cardholder's claim to refuse the transaction if it is established that the correct PIN code/correct Card data was entered when performing a card transaction.

6.16.13. Unilaterally suspend Card transactions if, in the opinion of the Bank, this operation falls under the criteria of suspicious transactions aimed at financing terrorism (extremism) and legalization (laundering) of proceeds from crime, in accordance with the legislation of the Kyrgyz Republic.

6.16.14. Without sending prior notice, suspend operations on the Client's Card or unilaterally terminate the Agreement with one calendar months' notice to the Client and close the account if the Client fails to provide the information provided for in paragraph 6.16.8 (documents upon request) of the Agreement, or the Cardholder violates the terms of the Agreement, or in other cases provided for by the legislation of the Kyrgyz Republic.

6.16.15. Based on the Application of the Cardholder, set restrictions and limits on the Main/Additional Card within the limits established by the Bank itself and the legislation of the Kyrgyz Republic.

6.16.16. Change the number of transactions and their amount carried out without using a PIN code and using NFC technology (contactless payments).

6.16.17. Unilaterally terminate the Agreement, cancel the Card, physically destroy the Card and not return paid commission to the Cardholder, in following cases:

- issuance of the Card if the Cardholder failed to appear at the Bank to receive the Card within up to 3 (three) calendar months from the date of submission of the Application;
- if there is no turnover on the account within 1 (one) calendar year from the date of the last transaction, the money in the account is transferred to the Bank's liability account.

6.16.18. Cancel Additional Cards issued on the Account in case of cancellation of the Main Card and do not return the retained cost for the annual maintenance of Additional Cards.

6.16.19. Suspend the service of the Cardholder in the following cases:

- occurrence of technical malfunctions when working with the System - until they are eliminated;
- changing software and carrying out preventive maintenance.

6.16.20. If there is an outstanding debt of the Cardholder to the Bank, the latter has the right to apply to judicial/other authorities for the protection of its rights and interests/for compensation of the Card Debt of the Cardholder in accordance with the current legislation of the Kyrgyz Republic.

16.17. Responsibilities of Cardholder

6.17.1. Provide the Bank with all the necessary documents provided for by the legislation of the Kyrgyz Republic and the Terms to open an Account and issue a card.

6.17.2. Comply with the requirements of the Agreement/Terms, including ensuring compliance with the relevant requirements of the Agreement/Terms by the Additional Card Holder.

- 6.17.3. Carry out operations on the Account in accordance with the legislation of the Kyrgyz Republic, the requirements of the National Bank of the Kyrgyz Republic, the Agreement/terms within the amount of funds on the Account.
- 6.17.4. Comply with the legislation of the Kyrgyz Republic on combating the financing of terrorism and the legalization (laundering) of proceeds from crime, and also provide the Bank with the requested information and documents relating to the activities of the Card Holder/Additional Card Holder and the operations carried out by him in accordance with the requirements of the legislation of the Kyrgyz Republic regulating issues of counter-financing terrorism (extremism) and legalization (laundering) of proceeds from crime.
- 6.17.5. Do not use an individual's Account for the purpose of making payments related to the Cardholder's commercial/entrepreneurial or other similar activities.
- 6.17.6. At the time of receiving the Card, put Cardholder's signature on the back of the Card.
- 6.17.7. Do not transfer the Card and Additional Card to third parties.
- 6.17.8. Recognize all card transactions certified by authorization of the PIN code as reliable and genuine.
- 6.17.9. Pay for the Bank's services in accordance with the Bank's Tariffs, as well as for the services of other banks involved in the process of carrying out Card transactions by the Cardholder, and any other expenses associated with servicing the Card and performing transactions, including the written notification received from the Bank about the closure of the debt. Ensure the safety, integrity of the Card and confidentiality of the PIN code/ SMS message received to the Client's Trusted telephone number and other secret values, including one-time passwords, CVV 2, etc., intended for the authorization cycle for the Card.
- 6.17.10. Reimburse in full any expenses and legal costs incurred by the Bank through the fault of the Cardholder related to non-fulfillment and/or improper fulfillment of the terms of the Agreement/terms, no later than 3 (three) banking days from the date of written notification to the Bank. Return to the Bank the funds erroneously credited to the Account and/or erroneously issued to the Cardholder by an ATM, and/or not withheld from the Account during Card transactions within 2 (two) banking days from the receipt of the Account statement or notification/or without it.
- 6.17.11. Do not use the Card and the services provided by the Bank for illegal purposes.
- 6.17.12. Return Cards issued to Cardholder by Bank upon expiration of the Agreement and/or upon the first request of the Bank.
- 6.17.13. Provide any requested information at the request of the Bank within 5 (five) days in accordance with the legislation of the Kyrgyz Republic and internal regulatory documents of the Bank, as well as documents relating to the activities of the Client and the banking transactions carried out by him, including those confirming the economic meaning of the transactions carried out on the Account.
- 6.17.14. If Cardholder detects an erroneous crediting of funds to the Account, and/or an erroneous withdrawal of funds from the ATM, and/or failure to withhold, erroneous deduction of funds from the Account when conducting card transactions through the POS terminal, immediately inform the Bank in writing about this.
- 6.17.15. Contact the Bank with an application to reissue the Card for a new period 7 (seven) calendar days before the expiration of the Card. If the Cardholder does not submit an Application for reissue upon expiration of the Card, the Card is automatically blocked. New Card is released by Client's application.
- 6.17.16. Stop performing Card transactions on the Cards upon receipt of a notification from the Bank, return the relevant Cards issued to the account in accordance with the terms of the Agreement/terms.
- 6.17.17. In case of termination of the Agreement, transfer to the Bank the Cards issued in accordance with the terms of the Agreement no later than 5 (five) Banking days from the date of receipt by one of the parties of a written notice of termination of the Agreement.

6.17.18. Carrying out transactions using Halyk Mobile Internet banking (Google Pay, Garmin Pay) may be limited by the functionality of the mobile device software, including the mobile application.

6.17.19. The Holder is aware of the increased risk and understands that when using Mobile Halyk Internet Banking (Google Pay, Garmin Pay) access to the Holder's mobile device directly affects the possibility of unauthorized transactions on a payment card/additional payment card by the Operator, and, therefore, the Holder is independently responsible for: - confidentiality of One-time passwords, passwords, PINs and other means of access of the Holder to the mobile device, mobile application, payment card/additional payment card.

6.18. Cardholder has the right to:

6.18.1. Use the Card in strict accordance with the Agreement/terms.

6.18.2. Perform card transactions, within the limits of the Cardholder's funds balance on the Account, that do not contradict the current legislation of the Kyrgyz Republic, internal regulations of the Bank and the Agreement:

- pay for purchased goods and services at a trade and service enterprise, make online purchases;
- receive cash from an ATM/Cash collection and/or cash withdrawal point and from bank agents;
- carry out transfers of funds from his Bank account to the Recipient's account in accordance with the legislation of the Kyrgyz Republic;
- carry out money transfers through money transfer systems in accordance with the legislation of the Kyrgyz Republic;
- make payments through remote service channel systems;
- replenish the Card through bank cash desks, cash - in terminals of banks/and agents of an expanded range of retail banking services (the limit when withdrawing funds from the Card through a bank agent cannot exceed 150 indices per day per cardholder), ATMs, systems money transfers and electronic wallets.

6.18.3. Replenish the account with cash, as well as by transferring wages, pensions, social benefits, alimony, royalties, funds from another account of an individual and other receipts, one-time payments that are not the subject of commercial/entrepreneurial or other similar activities.

6.18.4. Manage funds within the Authorization Limit.

6.18.5. Based on the Application, issue and/or cancel Additional Cards on the Account in accordance with the requirements of these Terms.

6.18.6. Gain access through his Card to carry out any transactions via the Internet and mail order / telephone order, and the Cardholder hereby acknowledges and confirms his awareness of the responsibility and the possible risks and consequences of such access.

6.18.7. Contact the Bank with a written request to receive a copy of the payment receipt confirming the fact of the transaction using the Card in accordance with the Bank's Tariffs.

6.18.8. Submit a claim to the Bank regarding the completed Card Transaction, if there are objections from the Cardholder, no later than 45 (forty-five) calendar days from the date of the Card Transaction. Otherwise, the completed Card transaction is considered confirmed and subsequent claims by the Bank from the Cardholder will not be accepted.

6.18.9. Apply for reissue of the Card/Additional Card.

6.18.10. Delegate the authority to the holder of the Additional Card to Block/Unblock the Additional Card issued to this Additional Card Holder, in accordance with the requirements of the Agreement/Terms.

6.18.11. Receive an account statement for the required period upon request.

6.18.12. If the Cardholder does not renew the validity of the Card and intends to close it, then the Additional Cardholder does not have the right to demand re-issuance of his Card upon expiration of the Card.

6.18.13. Terminate the Agreement by notifying the Bank in writing 45 (forty-five) calendar days before the expected date of termination of this Agreement/Terms by submitting an application to close the Account.

6.19. Liability of the parties

6.19.1. The parties are responsible for failure to fulfill or improper performance of their obligations under this Agreement/Terms, in accordance with the legislation of the Kyrgyz Republic.

6.19.2. Bank is liable for:

- disclosure of bank secrecy in accordance with the current legislation of the Kyrgyz Republic;
- an erroneous transaction on the account due to the fault of the Bank. The Bank's liability in this case is limited to canceling the erroneous transaction on the account.
- saving funds on the card account and performing transactions on the card account, subject to the Holder's compliance with these Terms, the Agreement, the Rules for using payment cards, and the Bank's Tariffs.

6.19.3. Bank is not liable for:

- for refusal of a third party to service the Card;
- impossibility of performing transactions in the event of seizure of the Account/funds on the Cardholder's Account, or on the grounds and/or in other cases provided for by the legislation of the Kyrgyz Republic;
- for the quality of goods and services purchased using the Card;
- for limits, restrictions and additional rewards (interests) on the Card established by a third party that may affect the interests of the Cardholder;
- for the consequences of a late application by the Cardholder/Additional Card Holder to the Bank with a request to block/place a lost/stolen Card on the Stop List;
- for situations related to failures in the operation of systems that ensure the reception, processing and transmission of data on transactions made using the Card for reasons beyond the control of the Bank, the operation of the Google service Pay, Garmin Pay and third-party electronic wallets;
- for possible negative consequences of access to any transactions via the Internet and mail order / telephone order via Card details, including, but not limited to: the risk of third parties using Card data via the Internet and mail order / telephone order (paragraph 6.18.6), or using a Card unauthorized by third parties with Card data;
- settlement of disputes and disagreements between the Cardholder and the Additional Cardholder;
- for damage resulting from violations of the terms of the Agreement/terms by the Cardholder, as well as the rules and obligations arising from it;
- for the confidentiality of information sent to the Cardholder via open communication channels, including SMS, e - mail, fax, etc., if the Cardholder initiated a request via the specified communication channels or gave instructions to send this information via the specified communication channels;
- for operations on the account on the basis of relevant documents of authorized bodies and officials presented in accordance with the current legislation of the Kyrgyz Republic;
- for transactions performed on the Cardholder's Account in case of violation by the Cardholder of the security rules specified in this Agreement/terms.

6.19.4. The Cardholder is responsible, in the form of compensation to the Bank for losses caused in full, for:

- failure to timely contact the Bank with a request to block a lost/stolen Card;
- non-return to the Bank of funds erroneously credited to the Account in accordance with the current legislation of the Kyrgyz Republic and the Agreement/terms;
- for the transfer of the Card or unauthorized access to it by unauthorized persons, as well as for the disclosure of information (PIN code, code word, etc.) necessary for managing the Card and performing transactions/operations on the Card;
- for account transactions made by the Cardholder;
- damage caused to the Bank as a result of non-compliance with the terms of the Agreement/Terms;

- for the completeness and reliability of the information provided to the Bank in accordance with the Agreement/Terms. The Client undertakes to immediately notify the Bank of any changes of Information contained in the Application/Agreement. In case of providing incorrect or incomplete information, as well as in case of untimely provision of information, the Client shall compensate the Bank in full for the damage that arose in this regard;
- expenses and legal costs incurred by the Bank due to the fault of the Cardholder - in the full amount of damage caused to the Bank;
- carrying out operations for money laundering and terrorist financing, including fraudulent transactions, using his Card;
- failure to fulfill or improper fulfillment of the terms of the Agreement, these Terms, as well as for any consequences associated with this.

6.19.5. The Parties are released from liability for partial or complete failure to fulfill their obligations under the Agreement/terms, the cause of which was force majeure circumstances (force majeure), which neither of the Parties could have foreseen or prevented by reasonable actions.

6.19.6. Force majeure circumstances include, but are not limited to: emergency situations in the Bank System, natural disasters, military operations, coups d'etat, revolutions, riots, terrorist acts, civil unrest, fires and earthquakes, actions of the government, state bodies, control bodies and supervision bodies in the banking sector, acts of legislation that came into force after the date of conclusion of the Agreement/accession by the Client to the Terms, adoption of a decision that resulted in the impossibility of the relevant Party to fulfill its obligations under the Agreement by the National Bank of the Kyrgyz Republic and/or government authorities of the Kyrgyz Republic.

6.19.7. If circumstances arise that refer to force majeure, one Party is obliged to notify the other Party in writing no later than 10 (ten) calendar days from the date of occurrence of such circumstances. The Party referring to force majeure circumstances is obliged to provide the other Party with a document from the competent government agency to confirm them, otherwise the Party is deprived of the right to refer to force majeure circumstances in order to be released from liability for partial or complete failure to fulfill its obligations under the Agreement.

6.19.8. The Bank is not responsible for costs, errors, omissions or delays in payments made by the correspondent bank or third bank, nor is it responsible for the consequences caused by their financial situation.

6.19.9. In the event of loss, theft or other illegal use of the Card, the Bank is not responsible for debiting funds from the Cardholder's account within 10 (ten) banking days from the date the Bank receives a written application from the Cardholder about the need to Block the Card and place it on the Stop List. In this case, the Bank has the right to write off funds from the Cardholder's account without acceptance for transactions made using the Card during the period specified in this paragraph of the Agreement/Terms (i.e. 10 (ten) banking days).

6.20. Claim procedure

6.20.1. The Cardholder is recommended to keep payment documents confirming transactions on the Card in order to record the expenditure of money through card transactions and resolve possible disputes.

6.20.2. The Cardholder has the right to demand from the Bank copies of documents confirming the correctness of the debiting of money for card transactions.

6.20.3. For all issues of controversial transactions, the Cardholder submits a written request to the Bank, which, if the claim is accepted, acts before the System on behalf of the Cardholder.

6.20.4. If a suspicious transaction is detected in the Account Statement, you must contact the Bank to find out the details of the amount.

6.20.5. In case of unauthorized use of funds on the Card, it is necessary to file a claim, which indicates the full name of the Cardholder, card number, account number, details of the document identifying the Cardholder, the date of the disputed transaction, the amount of the transaction and the essence of the claim.

6.20.6. The Holder's Card may be blocked by the Bank without warning the Card Holder if risks of suspicious transactions are detected on it.

6.20.7. The rules of the Bank System establish a statute of limitations for consideration of a controversial Card transaction - 45 (forty-five) days from the date of its completion. If the claim is justified, the Bank restores the amount of the Card transaction to the Cardholder's account.

6.20.8. The claim processing procedure is as follows:

– after submitting a written statement of claim from the Cardholder, the Bank conducts an investigation into the claim transaction to determine whether the transaction is true. The bank has the right to request additional documents (receipt when paying, receipt when withdrawing money from an ATM) confirming the fact of the transaction;

– in case of confirmation of the fact of incorrect debiting of funds through no fault of the Cardholder, the Bank shall return the funds within 3 (three) Banking days.

– the Bank refuses to satisfy the Cardholder's claims regarding shortages when receiving/replenishing funds from the ATM if there is no surplus at the ATM, as well as in the event of an electronic log of the ATM recording a successful operation of receiving/replenishing funds and/or if the receipt of funds was recorded by the ATM's CCTV camera.

6.20.9. The Bank is obliged to promptly report information to the authorized government agency, in accordance with the current legislation of the Kyrgyz Republic, if it detects the presence of suspicious transactions, including fraudulent transactions on the Holder's Card.

6.20.10. Unfounded claims are punished by the International Payment System and the National Payment System, which may exceed the amount of the disputed Card transaction. The Bank has the right, without the consent of the Cardholder, to withdraw fines and the amount of an unfounded claim from the Cardholder's account.

6.21. Settlement of disputes

6.21.1. All disputes and disagreements arising between the parties under the Agreement/Terms are resolved through negotiations, taking into account mutual interests. In case of failure to reach an agreement on a controversial issue, the case is subject to consideration in the manner prescribed by the legislation of the Kyrgyz Republic.

6.21.2. The parties acknowledge that they are bound by the obligations provided for in the Agreement/terms. As proof of the above, the Parties recognize the Application Form signed by the client as the Agreement to the terms for receiving banking services at Halyk Bank Kyrgyzstan OJSC for individuals, posted on the Bank's Official Website: <https://halykbank.kg>

6.21.3. Disputes on which agreements have not been reached are subject to resolution in court in accordance with the legislation of the Kyrgyz Republic.

6.21.4. The Parties, by this Agreement/Terms, confirm that they agree to accept data on transactions on electronic storage media received from the Bank System as evidence when resolving disputes.

6.21.5. Written notices are considered received by the other Party if they are delivered to it with signature or sent by registered mail to the legal address of the Bank/Client's addresses specified in the Questionnaire/Application.

7. LOANS, CREDIT LINES AND OVERDRAFT

7.1. The Bank considers the possibility of issuing a loan to the Client and/or providing the Client with a credit line within the framework of these Terms and on the basis of the relevant Application from the Client, in the manner established by the Bank.

7.2. Upon the Client's Application and if approved by the Bank, the Client is provided with a loan or credit line, an overdraft on a payment card (a form of short-term loan), which allows the

Client to make payments in excess of the amount available on his Card/Account within the amount (limit).

7.3. The limit, validity period, interest rate, terms and procedure for providing a loan, credit line, overdraft are established by a separate Agreement for the provision of a credit line/overdraft.

8. CONDITIONS AND PROCEDURE FOR ELECTRONIC SIGNATURES APPLICATION

8.1. In accordance with the legislation of the Kyrgyz Republic on electronic signature, the Bank uses the Client's identifier and also sends a one-time digital access code in SMS message format to the Client's Trusted telephone number specified in the Application Form/Application/Questionnaire. A simple electronic signature is recognized as the identifier and access code requested by the Bank, the entry of which confirms the authenticity/signature of the Client and is the basis for providing the Client with access to remote banking services. The Bank checks the compliance of the identifier and access code provided by the Client based on data from the Bank's Automated Banking System.

8.2. The Bank and the Client agreed to use a simple electronic signature in accordance with the legislation of the Kyrgyz Republic, regulations of the National Bank of the Kyrgyz Republic, internal regulations of the Bank and this Agreement/Terms.

8.3. A single electronic signature (identifier and access code) can be used to sign a package of electronic documents, that is, several electronic documents related to each other. When signing a electronic documents with an electronic signature, each of the documents included in the package is considered signed with an electronic signature of the type with which the package of electronic documents was signed.

8.4. The Client and the Bank are obliged to maintain the confidentiality of information about the identifier and access code. Transfer or disclosure of the identifier and access code by the Client to third parties is prohibited.

8.5. Information (documentation) generated in electronic form, signed with a simple electronic signature (identifier and access code), which was received by the Bank via an electronic communication channel with the Bank, is recognized by the Bank and the Client as an electronic document equivalent to a paper document signed with a handwritten signature.

9. CONDITIONS AND PROCEDURE FOR SIGNING AN AGREEMENT WITH ANALOGUE OF A HANDWRITTEN SIGNATURE

9.1. In accordance with the norms of the Civil Code of the Kyrgyz Republic, as well as guided by the regulatory legal acts of the National Bank of the Kyrgyz Republic, the Parties acknowledge that this Agreement, the Application – Questionnaire/Application/Questionnaire, as well as any other documents, forms, can be signed by the Client and/or the Bank's equivalent handwritten signature/graphic signature of the Parties on the tablet with a stylus/signed using electronic or technical means.

9.2. The documents listed in paragraph 9.1, signed in any of the ways specified in paragraph 9.1, are recognized by the Parties as signed with their own hands.

9.3. Information/documentation generated in electronic form, signed in the manner specified in paragraph 9.1, which was received by the Bank via an electronic communication channel with the Bank/other way, is recognized by the Bank and the Client as an electronic document equivalent to a paper document signed with a handwritten signature.

10. CONDITIONS AND PROCEDURE FOR SIGNING AND EXCHANGE OF ELECTRONIC DOCUMENTS

10.1. The Bank and the Client can exchange electronic documents using electronic communication channels, including using the banking interface (software and hardware complex of the Bank).

10.2. Electronic documents are signed and exchanged using an electronic signature. The Bank may fulfill the Client's requirements specified in his electronic document confirmed by the identifier and access code in accordance with these Terms.

10.3. The Client agrees and accepts responsibility for all consequences that may arise when submitting the Application-Questionnaire/Application/Questionnaires to the Bank using electronic communication channels.

10.4. The parties acknowledge that electronic documents signed with the Client's electronic signature are legally equivalent to the corresponding paper documents signed by the Client, have legal force and confirm the existence of legal relations between the Parties. Electronic documents signed without complying with the provisions of these Terms have no legal force and are not considered or executed by the Bank.

10.5. Upon receipt of a signed electronic document, the Bank executes it without waiting for additional confirmation from the Client. The Bank verifies the electronic signature in the documents submitted (Application-Questionnaires/Application/Questionnaires/Agreements) received from the Client in accordance with these Terms.

10.6. The Bank reserves the right to refuse to execute any of the orders received by the Bank via electronic communication channels if the Bank has doubts about the reliability of the electronic documents received and/or the Client's signature and/or for any other reason that raises doubts at its discretion.

11. MOBILE INTERNET BANKING CONDITIONS AND PROCEDURE

11.1. These Terms define the terms and procedure for initiating banking operations not related to business activities through Halyk Mobile Internet Banking by individual clients who meet the requirements of the Agreement/terms, as well as the terms and procedure for carrying out such operations by the Bank.

11.2. The Agreement is considered concluded between the Bank and the Client at the moment of acceptance by the Client in accordance with paragraph 11.4.1 of these Terms.

11.3. In the event of changes and/or additions to these Terms, each subsequent login of the Client into the Halyk Mobile Internet Banking constitutes acceptance of the corresponding changes and/or additions.

11.4. General provisions

11.4.1. In order for the Client to carry out banking operations that are not related to business activities, the Bank, at the Client's initiative, provides him with access to the Halyk Mobile Internet Banking. By accepting these Terms, the Client confirms that he has previously read these Terms, which he understands, confirms his agreement with them, as well as his readiness and desire to use the Halyk Mobile Internet Banking.

11.4.2. Access to the Internet, as well as to other technical means and software that is necessary to access the Official Website of the Bank, is not the subject of these Terms, and is provided by the Client independently, at his own expense.

11.4.3. The Client, using Halyk Mobile Internet Banking, initiates, and the Bank carries out banking operations in accordance with these Terms, the requirements of regulations of the National Bank of the Kyrgyz Republic and the legislation of the Kyrgyz Republic.

11.4.4. Initiation of any operation using Halyk Mobile Internet banking by the Client is sufficient confirmation that the Client has read the current version of these Terms (if it was previously changed by the Bank unilaterally), that they are clear to him and the Client agrees with them /accepts obligations.

11.4.5. The fee for providing access to the Halyk Mobile Internet Banking and conducting transactions in the Halyk Mobile Internet Banking is determined by the current Tariffs of the Bank and can be changed by the Bank unilaterally. Current version of Bank Tariffs is placed on the Bank's Official website.

11.4.6. The opportunity to perform operations in Halyk Mobile Internet banking is provided by the Bank to the Client who meets the requirements below:

- the Bank and the Client have concluded this Agreement;
- the client is registered in Halyk Mobile Internet banking;
- the client is a Bank card holder and/or bank account holder;
- the Client has been identified on the date of each transaction, according to the rules established by the Bank.

11.5. Procedure for accessing Halyk Mobile Internet Banking

11.5.1 Halyk Mobile Internet Banking is carried out by the Bank, provided that the Client is a Bank card holder and/or bank account owner. Understanding and agreeing with this, in the case of using Halyk Mobile Internet Banking, the Client agrees in advance with the possible risks that are typical when working on the Internet.

11.5.2 To access Halyk Mobile Internet Banking, the Client uses the following parameters for authorization:

- the Client's trusted telephone number - a unique identifier - the Client's mobile telephone number registered with the Bank;
- the password for entering the Halyk Mobile Internet Banking, which is set by the Client when registering for the Halyk Mobile Internet Banking, is information for limited distribution and is not subject to disclosure by the Client to third parties;
- each time the Client logs into the Halyk Mobile Internet Banking, the Bank performs a procedure to verify the correctness of entering the Client's Trusted Phone Number and Password/PIN (hereinafter referred to as Verification), after successful completion of which, the Bank recognizes the person who used the Client's correct Trusted Phone Number and Password as the Client;
- the password can be changed by the Client using Halyk Mobile Internet banking. Immediately before changing the Password, the Client must review the Bank's recommendations for choosing passwords posted in Halyk Mobile Internet Banking;

11.5.3 By concluding the Agreement/acceding to these terms, the Bank and the Client agreed that all banking transactions executed by the Client electronically are recognized as equal in legal force to the corresponding paper documents personally signed by the Client, as if the Client had applied to the Bank in person for carrying out similar operations in the prescribed manner. The Bank guarantees the integrity and authenticity of documents initiated by the Client and confirmed using the Code. Documents executed electronically, initiated by the Client and confirmed using the Code can be issued to the Client in documentary form upon personal contact with the Bank and providing an identification document.

11.5.4 The Client is obliged to ensure and guarantee that third parties will not be able to access and/or use the Code.

11.5.5 One Time Password is confidential and cannot be transferred to third parties, including Bank employees.

11.5.6 Mobile phone number (Trusted telephone number) of the Client – the telephone number specified by the Client during initial registration, which, in accordance with these Terms, is used to log into the system and transfer the Code to the Client via SMS message, as well as other information and data related to the execution of Client's transactions in Halyk Mobile Internet banking.

- Any Code is defined by these Terms as a Code solely for confirming one transaction initiated by the client in the Halyk Mobile Internet Banking.

- The validity period of the Code transmitted in an SMS message is 3 (three) minutes. The Bank is not responsible for possible obstacles that may prevent the Client from using the Code transmitted in an SMS message on time.

– The Client is responsible for all risks and negative consequences of loss, misappropriation, technical interception, etc. information from the Client's mobile phone (or corresponding SIM card).

11.5.7 If the Client's Trusted Telephone Number and Password or Code are misused by any third party, the Bank is not responsible for any possible consequences.

11.5.8 The Client accepts the risks and is responsible for any actions of third parties performed on behalf of the Client through Halyk Mobile Internet banking.

11.5.9 If the Client loses the Password, the Client has the opportunity to independently recover the Password using the appropriate option of Halyk Mobile Internet Banking. In this case, the Client must undergo identification according to the rules established by the Bank. Risks and negative consequences of wrong identification are borne by the Client.

11.5.10 Any new Password changed by the Client independently in accordance with these Terms is defined by these Terms, respectively, as a Password. Previous Password is void.

11.5.11 In the event of a change in the mobile phone number (Trusted telephone number) of the Client, which, according to these Terms, is used by the Bank to send SMS messages with the Code to the Client, the Client is obliged to immediately contact the Bank and personally fill out an application for changing the mobile phone number (Trusted telephone number) in Halyk Mobile Internet banking.

11.5.12 In this case, the Client must undergo identification according to the rules established by the Bank. The risks and negative consequences of erroneous identification are borne by the Client. If the Bank is not notified in the prescribed manner about a change in the mobile phone number (Trusted Telephone Number), the risk and full responsibility for unauthorized use of the Code rests solely with the Client.

11.5.13 The Bank provides the Client with access to the Halyk Mobile Internet Banking only in the event of successful Verification of the Client, which is considered such if the Client enters the correct Client Trusted Phone Number and Password.

11.5.14 The client has the right to initiate blocking access to Halyk Mobile Internet Banking:

- a) by contacting the Bank and personally filling out an application to block access to Halyk Mobile Internet Banking;

- b) by contacting the Contact Center of the Bank, by phone indicated on the Official Website of the Bank and using the “code word” of the Bank Card Holder. In this case, the Client must undergo identification according to the rules established by the Bank. Risks and negative consequences of the wrong identification are borne by the Client.

11.5.15 If the Client's access to the Halyk Mobile Internet Banking is blocked, at the Client's initiative or at the Bank's initiative in the cases specified by these Terms, the Client's entry into the Halyk Mobile Internet Banking and initiation of banking transactions using the Client's Trusted Phone Number and Password is prohibited.

11.5.16 The Client has the right to initiate unblocking access to Halyk Mobile Internet Banking:

- a) by contacting the Bank and personally filling out an application to unblock access to Halyk Mobile Internet Banking;

- b) by contacting the Contact Center of the Bank, by phone indicated on the Official website of the Bank and using the “code word”. In this case, the Client must undergo identification according to the rules established by the Bank. Risks and negative consequences of the wrong identification are borne by the Client.

11.5.17 The Client has the right to initiate termination of these Terms and blocking access to Halyk Mobile Internet Banking by contacting the Bank and personally filling out an application for blocking access to Halyk Mobile Internet Banking. In this case, the Client must undergo identification according to the rules established by the Bank. The risks and negative consequences of erroneous identification are borne by the Client. In the event of termination of obligations under this Agreement, the Client's access to Halyk Mobile Internet Banking is terminated.

11.6. Bank operations

11.6.1. In accordance with these Terms, the Bank determines the list of banking transactions, agreements, documents that can be initiated/signed/concluded by the Client using the Halyk Mobile Internet banking:

11.6.2. Transactions on demand account/Customer card:

- obtaining information about balances and available amounts of funds;
- obtaining statements of transactions performed;
- intrabank transfers of funds in national and foreign currencies on accounts/cards of individuals;
- interbank transfers in national and foreign currencies;
- purchase/sale of foreign currency (in case of technical implementation);
- making payments from the card in favor of service providers of the Bank's payment system.

11.6.3. Operations By banking deposit:

- obtaining information about the Client's deposits placed with the Bank;
- opening a deposit;
- obtaining a statement of cash flows on the deposit;
- replenishment of deposit, if this condition is provided for by the terms of the deposit itself and provided by Halyk Mobile Internet banking.

11.6.4. Banking operations defined in paragraphs 11.6.2 and 11.6.3 on the Client's own accounts are initiated by the Client in the Halyk Mobile Internet Banking without using a Code and are carried out by the Bank after successful verification by the Client.

11.6.5. At the Client's initiative, when initiating and conducting individual banking transactions, such transaction may be saved by the Client in the form of a transaction template. In the future, when initiating a similar operation, the Client has the opportunity to use a previously saved transaction template without using the Code.

11.6.6. A banking operation initiated by the Client is carried out by the Bank no later than 1 (one) banking day following the day it was performed by the Client.

11.6.7. The place of execution of the banking transaction initiated by the Client is the territorial location of the Bank's technical facilities - Bishkek, Kyrgyz Republic.

11.6.8. The Bank has the right to suspend the execution of a banking operation or block the Client's access to the Halyk Mobile Internet Banking /bank account if the following circumstances exist (occur):

- suspicion of fraudulent activity using the Halyk Mobile Internet Banking / bank account;
- unauthorized interference in the operation of Halyk Mobile Internet banking / bank account, leading to theft, leakage, loss, forgery, blocking of information, distortion of the information processing or violation of the established order of its routing;
- use of any software that may negatively affect the operation of the Halyk Mobile Internet Banking /bank account and its integrity;
- improper and/or untimely fulfillment by the Client of his obligations under any agreement concluded between the Bank and the Client;

11.6.9. The Bank has the right to refuse the Client to carry out an operation/transaction on the Card/Account if the Client fails to provide information and documents relating to his activities and banking operations carried out by him in accordance with the requirements of the current legislation of the Kyrgyz Republic governing issues combating the legalization ("laundering") of proceeds from crime, at the request of the Bank within 3 (three) banking days.

11.6.10. The Bank has the right to refuse to perform a banking transaction in the following cases:

11.6.10.1. Unscheduled replacement, repair, maintenance of equipment and (or) software used by the Bank to ensure the operation of Halyk Mobile Internet banking, for a period of up to 24 (twenty-four) hours (inclusive) - without prior notice to the Client. In case of prior notification of the Client about the refusal to perform banking transactions by posting the relevant information

on the Bank's Official Website, the period of refusal to perform banking transactions is determined by the corresponding notification;

11.6.10.2. Detection of an error made by the Client when performing a transaction, indicating incorrect payment details, etc., as well as in case of non-compliance of the transaction with the terms of the Agreement/terms or the requirements of the legislation of the Kyrgyz Republic.

11.6.11. The Bank may change these Terms regarding the implementation of banking operations at any time, at its own discretion and on its own initiative, subject to the following:

- the procedure and/or terms for performing any banking operation are determined by these Terms in the version that is or was in force at the time of its initiation (hereinafter referred to as the “Current (in relation to a specific operation) version of the Terms”), unless otherwise directly provided by the current (in relation to this operation) revision of the Terms;
- the Bank provides access to the Current (in relation to a specific transaction) version of the Terms through the Bank’s Official Website/ Halyk Mobile Internet Banking.

11.6.12. Initiation by the Client of any banking operation provided for in this Agreement is considered completed when all of the following terms occur:

- implementation of successful Verification of the Client in accordance with these Terms;
- determination by the Client, in accordance with these Terms, of all parameters of the relevant banking operation;
- the Bank’s successful verification of the Client, which is considered as such only if the Client enters the correct Code value.

11.6.13. The Client, when initiating any banking transaction using Halyk Mobile Internet Banking, confirms that he has reviewed the Current (in relation to a specific transaction) version of the Terms and agrees that he understands the procedure for carrying out the initiated banking transaction.

11.6.14. The Client, by initiating a request to receive a report on his credit history from Ishenim Commercial Bank CJSC through Halyk Mobile Internet Banking, confirms his unconditional consent to receive any information about the Client from Ishenim Commercial Bank CJSC, which generates credit histories.

11.6.15. The Bank has the right not to perform a transaction initiated by the Client if any of the following terms occur:

- insufficient funds to complete the relevant transaction in the Client’s bank account/accounts;
- incomplete (incorrect) indication by the Client of the details of the transaction being performed, non-compliance of the transaction being performed with the current legislation of the Kyrgyz Republic;
- the Client’s failure to pay for access to Halyk Mobile Internet Banking, if such payment was provided for in the Bank’s Tariffs and/or directly under these Terms;
- upon the occurrence of other terms provided for in these Terms;
- if there are technical problems.

11.6.16. When the deadlines for fulfilling the Client’s monetary obligations under these Terms come, the Client instructs the Bank to independently write off funds in the amount necessary to fulfill monetary obligations from any of the Client’s accounts opened with the Bank.

11.6.17. Tariffs for banking operations provided for by these Terms are determined by the Bank's Tariffs, which are in effect at the time of initiation of the corresponding banking operation.

11.6.18. By initiating any banking transaction using Halyk Mobile Internet Banking, the Client confirms that he is familiar with the Bank’s Tariffs in force at the time of such initiation regarding such an operation, and agrees to carry out the banking transaction in accordance with the current Bank’s Tariffs.

11.7. Rights and obligations of the parties

11.7.1 The bank is obliged to provide access to the Halyk Mobile Internet Banking via the Internet.

11.7.1.1. To perform operations initiated by the Client using Halyk Mobile Internet Banking in accordance with these Terms, except for cases provided for by these Terms.

11.7.1.2. To ensure, within its capabilities, the confidentiality of information about the Client and his transactions performed and/or initiated in the Halyk Mobile Internet Banking.

11.7.1.3. To fulfill other obligations of the Bank specified in these Terms in relation to banking operations performed by the Client in Halyk Mobile Internet Banking.

11.7.2 Client is obliged to:

11.7.2.1. Provide access to Halyk Mobile Internet Banking using technical devices and software that meet the requirements of these Terms.

11.7.2.2. Ensure the inaccessibility of the Client's Trusted Phone Number, Password and Code. Immediately inform the Bank about the third parties obtaining access to the parameters or objects defined in paragraph 11.5.2 of these Terms.

11.7.2.3. Comply with the requirements of these Terms when working in Halyk Mobile Internet Banking, including when performing banking operations in Halyk Mobile Internet Banking.

11.7.2.4. Pay for services provided by the Bank under these Terms, within the terms and in the amounts specified by these Terms.

11.7.2.5. Fulfill other obligations of the Client specified in these Terms in relation to banking operations performed by the Client in Halyk Mobile Internet Banking.

11.7.3 Bank has right to:

11.7.3.1. Unilaterally change these Terms/Tariffs of the Bank.

11.7.3.2. Block Clients' access to Halyk Mobile Internet Banking upon the occurrence of one of the following events:

- performing 3 (three) consecutive unsuccessful attempts to enter the Password;
- non-payment for Bank services that must be provided to the Client in the next Access Period;
- restrictions/seizure on the Client's account in accordance with the current legislation of the Kyrgyz Republic;
- based on the Client's request/application;
- in other cases, provided for by the legislation of the Kyrgyz Republic.

11.7.3.3. To block access to the Halyk Mobile Internet Banking for the purpose of performing preventive or repair work, subject to the fulfillment of the obligation specified in paragraph 11.6.10 of these Terms.

11.7.3.4. Require the Client to issue a document/order/instruction on paper with the Client's signature to carry out the transaction/payment. In this case, the Bank has the right not to execute an electronic document until it receives the corresponding document on paper from the Client.

11.7.3.5. Require the Client to provide documents confirming the legality and economic feasibility of the operation in cases provided for by the current legislation of the Kyrgyz Republic.

11.7.4 Client has the right to:

11.7.4.1. Access Halyk Mobile Internet Banking at any time at your own request 24 (twenty-four) hours 7 (seven) days a week.

11.7.4.2. Initiate banking operations using Halyk Mobile Internet Banking in accordance with the requirements of these Terms.

11.7.4.3. Require the Bank to provide documentary evidence of the banking transaction performed by the Client in the Halyk Mobile Internet Banking.

11.8 Liability of the parties

11.8.1. The parties are liable for improper fulfillment of their obligations under the Agreement in accordance with the legislation of the Kyrgyz Republic.

11.8.2. The Client is responsible in accordance with the legislation of the Kyrgyz Republic for the safety and confidentiality of means of access to Halyk Mobile Internet banking, (Trusted telephone number, Password and Code), as well as for losses that may arise in the event of unauthorized use of access or unauthorized transactions of the third parties.

11.8.3. The parties are released from liability in the event of failure to fulfill or improper performance of their obligations under these Terms, if such failure or improper performance is caused by force majeure circumstances (force majeure).

Force majeure circumstances are extraordinary and unpreventable circumstances under the given terms that occurred after the conclusion of these Terms and which neither of the Parties could have foreseen or prevented in a reasonable way (natural and man-made disasters, armed conflicts, mass riots, terrorist acts, etc.). The Party for which it is impossible to fulfill obligations due to force majeure circumstances must, within 10 (ten) calendar days, notify the other Party of the occurrence and termination of these circumstances.

The occurrence of force majeure circumstances extends the period of fulfillment of the corresponding obligation for a period the duration of which corresponds to the duration of the occurrence of the circumstances, without obliging the Party that does not fulfill the obligation due to these circumstances to compensate for losses.

11.8.4. The Bank is released from liability for non-fulfillment or improper fulfillment of its obligations under these Terms if the Client indicates incorrect details of banking transactions in the Halyk Mobile Internet Banking, in case of distortion of electronic messages, breakdowns and accidents, software and hardware used by the Bank and other infrastructure used to provide services (including power supply, communication systems), as well as in other cases provided for by the legislation of the Kyrgyz Republic.

The Bank is not responsible if, when the Client uses Halyk Mobile Internet Banking, information transmitted between the Client and the Bank becomes known to third parties as a result of interception, hacking of software and hardware (provided that the Bank makes good faith efforts to comply security procedures), as well as a result of the Client's violation of the rules for using access means.

11.8.5. Circumstances exempting from liability in the event of non-fulfillment or improper fulfillment of obligations under these Terms also include the entry into force after the conclusion of these Terms of acts of legislation adopted by public authorities and management within their competence, which directly make it impossible (prohibit) for the relevant Party to fulfill the corresponding obligation.

11.8.6. The Bank is not liable for:

11.8.6.1. Malfunction of access to Halyk Mobile Internet Banking or incorrect operation of Halyk Mobile Internet Banking, if the Client uses technical and software tools for such access that do not meet the requirements of the Terms, or if the Client performs other actions that do not meet the requirements of these Terms.

11.8.6.2. For malfunction and/or safety of: the Client's equipment, software, communications in communication channels, for facilities and services provided by a third party (Internet access provider, etc.).

11.8.6.3. For failure to comply or improper compliance by the Client with established security and confidentiality measures, as well as the Rules of Use of Halyk Mobile Internet Banking.

11.8.6.4. Malfunction of access to Halyk Mobile Internet banking in the event that third parties receive information about the Client's Trusted telephone number in any way, in particular, but not exclusively by directly or through negligence the Client provides his Trusted telephone number and/or Password to third parties, interception of the Trusted telephone numbers and/or Password by third parties, etc.

11.8.6.5. The Bank is not responsible for damages/losses of any kind incurred by the Client due to providing third parties with access to their bank accounts/cash/Halyk Mobile Internet Banking.

11.8.6.6. The Bank is not responsible for the wrong indication by the Client of details and amounts when making payments/transfers/operations, processing applications/instructions/orders for transfers/payments/operations.

11.8.6.7. Access and/or initiation of banking transactions by third parties, in the event that third parties receive information about the Trusted telephone number, Password and/or Code in any way, in particular, but not exclusively, by directly or inadvertently providing the Client with his Trusted telephone number, Password and /or Code to third parties, interception of a Trusted telephone number, Password and/or Code by third parties, etc.

11.8.6.8. The Client is aware of the corresponding risk and is independently and fully responsible for all consequences caused by the events defined in paragraph 11.8.6 of these Terms.

11.9. Termination of an agreement

11.9.1. The Bank at any time has the right to unilaterally terminate this Agreement by notifying the Client about this using the Halyk Mobile Internet Banking at least 30 (thirty) calendar days before termination of the Agreement.

11.9.2. The Client has the right to unilaterally terminate this Agreement at any time by submitting a written application upon a personal visit to the Bank and presenting an identification document. The Client has the right to apply for account closure by sending an electronic message (SMS / messenger message) to the messenger (WhatsApp and/or Telegram) at Contact Center of the Bank, indicated on the Official website of the Bank, indicating the Code Word.

11.10. The procedure for making changes and additions to these terms

11.10.1. When changing and/or supplementing these Terms, an agreement to change these Terms is reached by the Parties in the following order:

- 1) The Bank sends an offer to the Client to change its terms by posting a new version of the Agreement/Terms on the Bank's Official Website;
- 2) Halyk Mobile Internet Banking in the prescribed manner is an acceptance of the terms of the Agreement/Conditions in force at the time of such Client's entry into the Halyk Mobile Internet Banking, i.e. the Client's consent to changes in terms of the Agreement/Conditions is considered received.

11.10.2. The Client's disagreement with changes and additions to the terms of the Agreement/Conditions (refusal to accept) can be expressed within 7 (seven) calendar days by means of a written refusal by the Client, issued during a personal visit to the Bank and presentation of an identification document.

11.11. Settlement of disputes

11.11.1. All disputes arising from these Terms, including those related to violation, termination or invalidity, are subject to judicial review in accordance with the legislation of the Kyrgyz Republic.

12. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

12.1. The Client undertakes to:

12.1.1. Do not provide access code/card details (including CVV / CVC / 3D secure code) to third parties, including Bank employees.

12.1.2. Provide the Bank with the necessary package of documents provided for by the current legislation of the Kyrgyz Republic for opening an account and carrying out transactions, including supporting documents for transactions performed, properly executed and containing reliable data. When changing an identity document (due to the expiration of the document, change of name, etc.), submit a new identity document.

12.1.3. Carry out his activities and use the account opened with the Bank in accordance with the legislation of the Kyrgyz Republic, regulations of the National Bank of the Kyrgyz Republic and these Terms, and also not use the services provided by the Bank for any illegal purposes, not carry out any actions (operations) aimed at for the laundering of proceeds from crime and for the financing of terrorism.

12.1.4. Use the account to store and accumulate personal funds, as well as to receive cash and non-cash payments such as wages, royalties, pensions, alimony, social benefits, funds from another bank account, payments related to inheritance, fees for the sale of personal property belonging to the account owner, money transfers (including those made through money transfer systems without opening an account), and other receipts and payments, including loan payments. The Client can make personal payments from a bank deposit account on demand of an individual, including payments for goods purchased for personal purposes (services provided), loan repayments, money transfers (including those made through money transfer systems without opening an account), utility bills and other similar personal payments, as well as other income and payments not related to business activities.

12.1.5. Provide the Bank with additional information and documents for the Bank to carry out customer due diligence measures and mandatory control in order to combat money laundering and the financing of terrorism, in accordance with the current legislation of the Kyrgyz Republic and regulations of the National Bank of the Kyrgyz Republic.

12.1.6. Timely pay the cost of the Bank's services according to the Tariffs established by the Bank.

12.1.7. In case of erroneous crediting or debiting of funds, inform the Bank about the incorrect transaction and return the erroneously credited funds to the account no later than 5 (five) banking days.

12.1.8. Notify the Bank, including in writing, of all changes, including in documents submitted to the Bank for opening accounts/cards, provide duly certified copies of documents on such changes, as well as notify of other circumstances relevant to the fulfillment by the parties of their obligations under Agreement/Terms, change of address, telephone and fax numbers, no later than 5 (five) banking days from the date of the relevant changes and provide the relevant documents to the Bank. In case of untimely notification, messages emanating Notifications from the Bank are considered to have been duly received by the Client if they are sent to the last known address/Trusted telephone number of the Client indicated by the Client on a copy of the Application/Questionnaire kept by the Bank.

12.1.9. Notify the Bank orally 2 (two) business days in advance about the withdrawal of cash from the account in an amount exceeding 1,000,000 (one million) soms or the equivalent in other currencies, as well as 2 (two) business days in advance about the transfer of non-cash funds from an account in an amount exceeding 1,000,000 (one million) soms or the equivalent in other currencies.

12.2. Client has the right to:

12.2.1. Independently manage the funds in his account in the manner established by the current legislation of the Kyrgyz Republic, regulations of the National Bank of the Kyrgyz Republic and these Terms.

12.2.2. Make personal payments, including payments for goods purchased for personal purposes (services provided), loan repayments, money transfers (including those made through money transfer systems without opening an account), utility bills and other similar payments not related to the owner business accounts.

12.2.3. Give the Bank instructions for maintaining the account, demand their proper execution and make requests regarding transactions on the Client's account.

12.2.4. Receive/connect remotely banking products and services established by these Terms using a simple electronic signature (identifier).

12.2.5. Submit comments and suggestions regarding settlement and cash services in writing.

12.2.6. Refuse settlement and cash services and close the account based on the application.

12.2.7. The Client gives his unconditional consent to the Bank transferring information contained in applications/forms/terms/agreements, as well as any information about the Client to Halyk Bank Kazakhstan JSC.

12.3. The Bank undertakes to:

12.3.1. Provide services to the Client in accordance with the legislation of the Kyrgyz Republic, regulations of the National Bank of the Kyrgyz Republic, internal regulations of the Bank, and these Terms.

12.3.2. Ensure the safety of funds in the Client's account.

12.3.3. Carry out transactions on the Client's accounts in accordance with the current Tariffs of the Bank.

12.3.4. Carry out the Client's order to make payments from his accounts no later than the day the Bank receives the Client's payment order.

12.3.5. Credit funds received to the Client's accounts no later than the day following the day the Bank receives the corresponding payment document.

12.3.6. At the Client's request, issue statements of account transactions and the necessary copies of settlement documents on the next business day after the transaction.

12.3.7. Do not disclose information constituting banking secrecy (any information that was transferred by the Client to the Bank or created by the bank, or otherwise arose in connection with the relationship of the bank with the client, including pre-contractual relations, in the course of banking activities), except for cases provided for by the legislation of the Kyrgyz Republic.

12.3.8. Issue funds from the account upon the Client's first request, taking into account the provisions of paragraph 12.1.9 of these Terms. The safety of funds and their issuance at the client's first request is guaranteed by the Bank.

12.4. The Bank has the right to:

12.4.1. The Bank may unilaterally determine the scope and content of additionally requested information. The Bank has the right to require from the Client additional documents and information necessary for proper verification of the Client and the beneficial owner in accordance with the law and not to open an account until the relevant documents are provided.

12.4.2. The Bank transfers the information contained in applications/questionnaires/terms/agreements, as well as any information about the Client to Halyk Bank Kazakhstan JSC. The Client gives his unconditional consent to the Bank transferring information contained in applications/forms/terms/agreements, as well as any information about the Client to Halyk Bank Kazakhstan JSC.

12.4.3. The Bank has the right to transfer the necessary terms of the product and/or the product as a whole, when the Client interacts with the technological platforms and/or information systems of the Bank and/or the Agent when updating and/or switching to a new platform or information system. If necessary, a new product is opened with new details and the previous product is closed.

12.4.4. The Bank has the right to disable the SMS notification service if the Card, including the virtual card, is inactive for more than 30 (thirty) calendar days. Further activation of the SMS notification service is carried out by the Client independently in Halyk Mobile Internet Banking or in separate structural divisions of the Bank.

12.4.5. The Bank has the right to refuse or terminate the Client's transaction if such refusal or termination is due to international economic sanctions.

12.4.6. Refuse to open an account for Client or conduct transactions on the account if:

- the Client has not submitted the relevant documents necessary to fulfill the requirements for opening an account and conducting transactions on it, identifying and verifying the client and beneficial owner;
- if unreliable documents were provided;
- the Client refuses to provide documents confirming the legality and economic feasibility of the operation;
- in other cases, provided for by law.

In case of refusal to open an account, the Bank reserves the right not to explain the reason for such refusal.

12.4.7. The Bank has the right to refuse to execute the Client's order:

- if one or more details are missing or incorrectly specified;
- if the order is not signed or signed by a person who does not have the right to manage the account;
- if the transfer order, together with the Bank's commission for the provision of services that are subject to payment, is issued in an amount exceeding the account balance and an overdraft has not been established on the Client's account;
- in cases where the account is seized by authorized state/law enforcement/judicial authorities/ by initiative of the Bank;
- in other cases, provided for by legislation of the Kyrgyz Republic.

12.4.8. Refuse the Client to carry out settlement and cash transactions on the account and issue cash in the cases specified in the Terms.

12.4.9. Without acceptance (indisputable) order, write off funds from the Client's accounts without any consents or instructions in order to execute decisions of the relevant state and/or judicial authorities in cases and in the manner provided for by the legislation of the Kyrgyz Republic, or for the purpose of repayment and compensation of any and all amounts the Bank's expenses under this Agreement/Conditions, remuneration in accordance with the Bank's Tariffs, or to pay off any obligations of the Client to the Bank under other concluded agreements, as well as in the event when the Bank erroneously credits funds to the Client's account or for another reason without sufficient legal grounds.

12.4.10. Provide information about the Client at the request of the relevant government authorities in the manner prescribed by the legislation of the Kyrgyz Republic.

12.4.11. Within the framework of the legislation of the Kyrgyz Republic, request and receive information about the Client from third parties, as well as independently obtain such information from public registers, from systems for processing personal data of state institutions, self-government authorities and from other publicly available sources in order to verify the information previously provided, or supplement the information already available to the Bank.

12.4.12. Unilaterally, without sending prior notice, initiate termination of the Agreement/Terms with the Client and/or close the account /card account/card in the following cases:

- the Client has not submitted the relevant documents necessary to fulfill the requirements for identification and verification of the Client and beneficial owner, as well as other measures of due diligence of the Client, conducting transactions on the account /cards;
- the client has not submitted the relevant documents necessary to carry out transactions on the account/cards, confirming the economic feasibility of the transaction and the validity of the client's real economic activity;
- erroneously opened accounts/account cards/cards due to technical failures on the Bank's side;
- in some cases, if the Card is inactive for more than 3 (three) months .

12.4.13. Unilaterally initiate termination of the Agreement/Terms, with mandatory notification to the Client in the following cases:

- if no transactions were made on the Client's account for 6 (six) months, a commission is applied in accordance with the Bank's Tariffs from the 7th (seventh) month, for a non-operating account until the 12th (twelfth) month. The Bank has the right to send a notice at least 1 (one) month before closing the account, the remaining funds are transferred to a special account with the Bank for storage until the Client applies, the bank account is closed by the Bank unilaterally. If there is no cash balance on the account, then after 12 (twelve) months the Account with a zero balance is closed unilaterally by the Bank with mandatory notification to the Client at least 1 (one) month before the closure of the Account.
- the balance of funds on closed accounts is returned to the Client upon his written request in the branch where the account was previously opened;

- in other cases, provided for by law and/or this Agreement;
- the notice is sent by the Bank to the Client in any of the following ways: to the addresses specified by the Client in the Application/Questionnaire, by e-mail, by SMS message.

13. LIABILITY OF THE PARTIES

13.1. The parties are liable for the proper performance of their duties in accordance with the legislation of the Kyrgyz Republic and these Terms.

13.2. The Bank is not liable for possible delays, losses or other consequences associated with the delay or loss of funds, if any, due to incorrect indication of the recipient's details (including the details of the recipient's bank).

13.3. The Bank is not liable for failures in the operation of remote service channels, e-mail, the Internet, communication networks that arose for reasons beyond the control of the Bank and resulted in untimely receipt and/or failure by the Client to receive Bank notifications and reports/Statements/Certificates. The Bank is exempt from property liability in the event of technical failures (outage/damage to power supply and communication networks, failure of the software of the processing center and the Bank's Automated Banking System, technical failures in payment systems), as well as in other situations beyond the control of the Bank, resulting in constitutes failure by the Bank to comply with the terms of the Agreement and/or agreements concluded under these Terms. The Bank is not liable for distortion of reports/Extracts/Certificates or unauthorized access to them by third parties when transmitted via the Internet to the Client's email address specified in the Application/Questionnaire/other statement, form established by the Bank, executed by the Client under the Agreement/Conditions.

13.4. The Bank is not liable if information about the Client's Bank accounts, including the Card/Trusted telephone number/code word/information about the Client/Login (User ID)/Permanent/One-time password/Security code/operations carried out by the Client become known to other persons as a result of intercepting information via communication channels during their use.

13.5. The Bank is not liable if information about the Card / Trusted telephone number / PIN code / Code word / information about the Client / Login (User ID) / Permanent / One-time password / Security code becomes known to other persons as a result of the Client's failure to fulfill the terms about their storage and use.

13.6. The Bank is not liable for non-fulfillment or improper fulfillment of its obligations under the Agreement/Conditions in the event that proper fulfillment turned out to be impossible due to force majeure circumstances, that is, extraordinary and unavoidable circumstances under the given terms (hereinafter referred to as force majeure circumstances). Such circumstances include, in particular, fires, natural disasters (earthquake, flood, hurricane, etc.), mass diseases (epidemics), strikes, military operations, terrorist attacks, sabotage, transportation restrictions, prohibitive measures of states, trade bans, including with individual countries, due to the adoption of international sanctions and other circumstances beyond the will of the parties.

13.7. The Bank is not liable in cases of failure by the Client to comply with the terms of the Agreement/Conditions.

13.8. The Bank's liability to the Client is limited to actual damage, documented on the basis of a court decision, incurred by the Client as a result of unlawful actions/inaction of the Bank, acting intentionally or with gross negligence. Under no circumstances shall the Bank be liable to the Client for any indirect, incidental loss or damage (including lost profits), even if it has been advised of the possibility of such loss or damage.

13.9. The Client is responsible for all operations carried out in/out of separate structural divisions of the Bank/through Remote service channels/Self-service devices/Mobile Internet banking " Halyk "/Official website of the Bank/Electronic terminals at partners, using the means of its Identification and Verification provided for in the Terms.

13.10. The Client is liable to the Bank for damage and expenses incurred by the Bank as a result of the Client's violation of the terms or provisions of the Agreement/Conditions, legislation of the Kyrgyz Republic.

13.11. The Bank is not liable for any errors or incorrect actions, omissions of correspondents, subagents and other agents, including failure by correspondents to make payments. The Client also agrees not to make any claims to the Bank on issues related to agreements between the Bank and its correspondent banks and/or subagents, including agreements on the procedure for maintaining correspondent accounts and on tariffs for their servicing. The Client also gives his consent in advance to the correspondent bank's instructions to prohibit the Client's payments through the correspondent account without clarifying the reasons and requesting supporting documents.

13.12. The Parties are released from liability for partial or complete failure to fulfill obligations if it was the result of force majeure circumstances: fire, earthquake, power failure, serious damage to communication channels and other circumstances beyond the control of the Parties. At the same time, the Parties are not released from the obligation to repay all debts to each other, taking into account accrued interest, if such is subject to accrual in accordance with the terms of this Agreement/Terms.

14. OTHER CONDITIONS

14.1. The Client agrees that the Bank has the right to process any information related to the Client's personal data, including that specified in the Application/Questionnaire and/or other documents provided as part of the provision of banking services, in accordance with the Law of the Kyrgyz Republic "On personal information," which includes the performance of any action (operation) or set of actions (operations) using automation tools or without the use of such means with personal data, including collection, recording, storage, updating, blocking, destruction of personal data, regardless of the method and means of processing, on behalf of the holder (possessor) of personal data.

The processing of personal data is carried out for the purposes of:

- forecasting and monitoring the Client's needs for services/products provided under the Agreement/Terms;
- development of new services /products of the Bank, as well as preliminary assessment of the possibility of providing the Client with new products;
- informing the Client about new services/products;
- ensuring the protection of information when making money transfers, preventing unauthorized access to the Client's Accounts and/or deposits, monitoring the measures taken to ensure the safety and security of the Bank's information systems.

The Client's consent to the processing of personal data is valid for the entire duration of the Agreement/Terms.

14.2. Client authorizes Bank to:

14.2.1. Use the Client's personal data for the purpose of sending to the Client the Bank's offers, information and advertising messages about the Bank's services, information about ongoing transactions on the Client's Accounts by SMS messages, Push notifications to the Client's Trusted telephone number, as well as for the purpose of providing the Client with information about transactions carried out on Accounts; information related to the execution of the Agreement/Terms by sending SMS messages/ Push notifications about the transaction; on Client's Accounts/operations;

14.2.2. Process information about the Client's transactions performed within the framework of these Terms in order to send the Bank individual offers/recommendations to the Client using Halyk Mobile Internet Banking.

14.2.3. The parties undertake to resolve disputes and claims arising in connection with the execution of the Agreement/Terms through negotiations.

14.2.4. If the Client discovers any controversial situation related to his Accounts with the Bank, the Client must immediately notify the Bank about this by submitting a written application to separate structural divisions of the Bank.

14.2.5. The Bank takes all possible measures to resolve the dispute and notifies the Client in writing of the results of consideration of his application. To resolve a dispute that has arisen, the Bank may invite the Client to a personal meeting with an authorized employee of the Bank.

14.2.6. Collect and process any personal data posted on social networks (Odnoklassniki, VKontakte, Facebook, Twitter, YouTube, Instagram, etc.) in order to determine the Client's interests and formulate and send personal offers to the Client.

14.3. These Terms are drawn up in Russian and Kyrgyz languages. In case of any discrepancies in the text of the Terms, the Russian version takes precedence.

These Rules are part Agreement and are binding for the Client.