

## AGREEMENT ON THE ISSUANCE OF A PAYMENT CARD

### 1. TERMS AND DEFINITIONS

- 1.1. Additional payment card holder** means a natural person designated by the Client who has the right to use the Additional payment card on the terms of the Agreement. Agreement means this agreement on the issuance of a payment card.
- 1.2. Additional payment card** means a Payment card issued at the direction of the Client to an authorized natural person of the Client.
- 1.3. Client** means an individual who has entered into the Agreement and is entitled to receive the Operator's services. For the purposes of providing the Operator's services, the Client is classified as a retail client.
- 1.4. Access Code** means a unique sequence of numbers intended for the Client's self-authorization when entering the Application.
- 1.5. Payment Card Limit** means the amount of money equal to the amount of money on the Client's Account, within which the Operator has an obligation to the Client, and the Client has the right to claim against the Operator. The current Maximum Limits of the Payment Card are shown in Application and on the Operator's website.
- 1.6. Login** means a subscriber number (telephone number allocated to the Client, an individual designated by the Client when concluding a Agreement for the provision of cellular services) in cellular networks.
- 1.7. AIFC** means Astana International Financial Center.
- 1.8. Operator** means SILK PAY Ltd Private Company, business identification number 191040900066.
- 1.9. Operation** means an operation to pay for goods, work, services using a Payment Card or Payment Card Details.
- 1.10. Primary Payment Card** means the Payment Card issued to the Client.
- 1.11. Password** means a unique sequence of letters, numbers and special characters intended for self-authorization of the Client and the Holder of the Additional payment card when entering the Application.
- 1.12. Payment card** means a payment card issued in electronic form, enabling its holder to make payments within the amount of money on the Client's Account. The Payment Card is issued with a fixed denomination of money (nominal card), with a number, expiration date and does not contain the name and surname of the Payment Card holder. A payment card can be a Primary payment card and an Additional payment card.
- 1.13. Service Provider** means a legal entity that provides services to the public by concluding an appropriate agreement with the Operator.
- 1.14. Rules** mean the Operator's internal document on the use of the Payment Card.
- 1.15. Application** means the Operator's software designed to work on smartphones, tablets and other mobile devices, developed for the platform (iOS and Android).
- 1.16. Permission** means the permission granted by the Operator to the Client and the Holder of an additional payment card to perform an Operation, which gives rise to the Operator's obligation to settle such an Operation within the limits of the Payment Card Limit.
- 1.17. Payment Card Details** mean the Payment Card number, validity period, CVC code used by the Client and the Holder of an additional payment card when performing Operations, including the information stored in it, which allows to establish the ownership of the Payment Card by its holder, issuer and payment card system.
- 1.18. Party** means the Operator or the Client.
- 1.19. Parties** means jointly the Operator and the Client.
- 1.20. Client's Account** means an account opened by the Operator with a legal entity entitled, in accordance with the current law of the AIFC, to hold the Client's money.

**1.21. Tariffs** mean the amounts of payments approved by the Operator for the Operator's services, effective on the date of payment for the Operator's services. Tariffs are posted in the Application and on the Operator's website.

**1.22. Identifiable Natural Person** means a living natural person who can be identified, directly or indirectly, in particular by reference to an identification number or to 1 or more factors specific to the person's biological, physical, biometric, physiological, mental, economic, cultural or social identity.

**1.23. Data** means any information that is being processed by means of equipment operating automatically in response to instructions given for the purpose; or that is recorded with intention that it should be processed by means of equipment mentioned in this clause; or is recorded as part of a relevant filing system or with intention that it should form part of relevant filing system.

**1.24. Personal Data** means any Data referring to an Identifiable Natural Person.

**1.25. Sensitive Personal Data** means Personal Data revealing or concerning (directly or indirectly) political affiliations or opinions, religious or philosophical beliefs, criminal record, trade union membership, and health or sex life and including genetic data and biometric data where it is used for the purpose of uniquely identifying a natural person.

**1.26.** If any term is missing in this document, the Parties shall be guided by the terms established by the Operator's internal rules, AIFC legislation and business practice.

## **2. INTRODUCTION**

**2.1.** The Agreement is an offer of the Operator and defines the terms and conditions of rendering services to the Client. The Agreement is considered concluded and becomes binding for the Operator and the Client from the date of acceptance of the offer by the Client by putting a mark in the Application confirming the consent to the Agreement.

**2.2.** The Client is not entitled to accept the Operator's offer and use the Operator's services if:

2.2.1. the Client is under 18 years of age on the date of acceptance of the Operator's offer;

2.2.2. the Client is a resident of the Republic of Kazakhstan in accordance with the currency legislation of the Republic of Kazakhstan;

2.2.3. the Client is a person who is not entitled under the current law of MFCA to accept the Operator's offer and use the Operator's services.

**2.3.** Carefully read the whole Agreement before using the Application, conducting Operations or performing other actions under the Agreement. The fact of using the Application, carrying out a Operation or performing other actions under the Agreement by the Client confirms that:

2.3.1. the Client has read and understood the terms and conditions of the Agreement;

2.3.2. the Client accepts and agrees to comply with the terms and conditions of the Agreement,

2.3.3. the Client accepts and agrees to comply with the applicable law relating to the Agreement.

**2.4.** If the Client does not agree with the terms and conditions of the Agreement, the Operator requests to remove the Application from the device, not to use it, not to perform Operations and not to perform other actions under the Agreement.

## **3. INFORMATION ABOUT THE OPERATOR**

**3.1.** The Operator is a private company incorporated in the AIFC. The Operator is regulated by the Astana Financial Services Authority ("AFSA"), with the license on Providing Money Services (License No AFSA-A-LA-2023-0014 from November 21, 2023). This information can be verified on AFSA Public Register website: <https://publicreg.myafsa.com/details/191040900066/>.

**3.2.** Postal and legal address of the Operator: Republic of Kazakhstan, Nur-Sultan city, Mangilik El avenue 55/21, office 125, website: [www.silkpay.com](http://www.silkpay.com), phone number: +7 702 630 64 99, e- mail: [support@silksoftgroup.com](mailto:support@silksoftgroup.com).

## **4. LIST OF SERVICES PROVIDED**

**4.1.** The Operator independently determines the list of services provided through the Application, depending on the technical capabilities of the Operator and / or the provisions of the current law of the AIFC.

**4.2.** The Operator provides services for the issuance and maintenance of the Payment Card, as well as, if such a service is available in the Operator's Application, the service for paying for goods, works and services of Suppliers through the Application.

## **5. GENERAL TERMS OF SERVICE**

**5.1.** In order to receive services, the Client goes through the registration procedure in the Application, as well as, if required by the Application, identification and verification procedures.

**5.2.** To complete the registration procedure, the Client enters the Login, creates his Password, performs actions confirming his consent to the collection and processing of his Personal Data, enters a one-time dynamic security password contained in the SMS/Push. To complete the identification and verification procedure, the Client scans a passport and passes an identification session on the terms specified in the Application.

**5.3.** Passage of the registration procedure by the authorized natural person of the Client, and also, if required by the Application, identification and verification procedures, does not oblige the Operator to issue an Additional payment card. The decision to issue an Additional Payment Card is made by the Operator at its own discretion, based on the current law of the AIFC and the procedures of the Operator.

**5.4.** To issue an Additional payment card, the Client instructs the Operator through the Application on the terms specified in the Application. The Operator independently determines the maximum number of Additional Payment Cards that the Client is entitled to issue. To issue an Additional payment card to the Holder of an additional payment card, he must be older than 10 years on the date of issue of the Payment card. The Additional Card Holder is not a Client and a party to the Agreement.

**5.5.** A natural person designated by the Client for issuing an Additional payment card goes through the registration procedure in the Application, as well as, if required by the Application, identification and verification procedures.

**5.6.** To complete the registration procedure, an individual designated by the Client enters the Login allocated to him, creates his own Password, in case of reaching the age of 14, performs actions confirming his consent to the collection and processing of his Personal Data, enters a one-time dynamic security password contained in the SMS / Push received from the Operator notification, fills out the forms in the Application. For the convenience of entering the Application, an individual designated by the Client creates his own Access Code.

**5.7.** To complete the identification and verification procedure, an individual designated by the Client scans a passport and passes an identification session on the terms specified in the Application.

**5.8.** Passage of the registration procedure by the natural person designated by the Client, and also, if required by the Application, identification and verification procedures, does not oblige the Operator to issue an Additional payment card. The decision to issue an Additional Payment Card is made by the Operator at its own discretion, based on the current law of the AIFC and the procedures of the Operator.

**5.9.** All Operations made with the use of the Additional payment card by the Holder of the Additional payment card are considered to be made by the Client. The Client bears full responsibility for the Holder of the Additional payment card, for the Operations made with the use of the Additional payment card, and for compliance by the Holder of the Additional payment card with the Agreement and the Rules regarding the use of the Additional payment card. The Client is responsible for bringing the relevant requirements of the Agreement and the Rules to the Holder of the Additional Payment Card.

**5.10.** The payment card is the property of the Operator and is issued only as a means of access to money on the Client's Account.

**5.11.** The Client and the Holder of an additional payment card are prohibited from using the Payment Card for illegal purposes, including the purchase of goods, works and services prohibited by the current legislation of the Republic of Kazakhstan and the country of residence, the law of the AIFC, as well as for conducting Operations that cannot be

carried out using the Payment Card in accordance with the current legislation of the Republic of Kazakhstan and the host country, the law of the AIFC.

**5.12.** Access to the Application and the possibility of conducting Operations is provided around the clock, except for cases of technical work to improve the service.

**5.13.** In order to receive services under the Agreement, the Client and the Holder of an additional payment card shall ensure compliance with all the following conditions:

5.13.1. the Client and the Holder of the additional payment card have a technical means for receiving services through the Application;

5.13.2. the Client and the Holder of the Additional payment card provided the Operator with the information necessary for the provision of services under the Agreement;

5.13.3. The Client and the Holder of the Additional payment card have performed registration/identification/verification and other actions stipulated by the Agreement.

**5.14.** Operations performed using the Payment Card or Payment Card Details received in the Application, or Operations performed in the Application, are considered by the Operator by the Client and the Holder of the additional payment card.

**5.15.** The receipt by the Operator of requests/instructions in electronic form, confirmed from the registered subscriber number in cellular networks, is considered the receipt by the Operator of requests/instructions from the Client and from the Holder of an additional payment card.

**5.16.** The Operator, in order to protect the Client's money from unauthorized access and prevent fraudulent Operations, as well as in cases provided for by the current law of the AIFC, may set a limit (limit) on the amount of Operations.

**5.17.** The Client and the Holder of the additional payment card recognize as sufficient and legal security procedures applied in the Application, the methods of encryption of information used in the transfer of documents and the exchange of electronic documents with the Operator.

**5.18.** The Client and the Holder of the additional payment card acknowledge that the receipt by the Operator of electronic documents through the Application, SMS and other technical means is legally equivalent to the receipt of documents on paper and signed by the Client and the Holder of the additional payment card with his own hand. The Client and the Holder of an additional payment card entitles the Operator to use electronic documents on a par with paper documents. At the same time, the Client and the Holder of the additional payment card are fully responsible for the content of the electronic documents sent to the Operator for execution and for the legal consequences generated by electronic documents.

**5.19.** To maintain security from unauthorized access and use of the Application, the Operator applies appropriate identification and verification procedures. The coincidence of the authorization parameters is a confirmation for the Operator of authorized access to the Application.

**5.20.** Confirmation of sending and/or receiving an electronic payment document is carried out in electronic form within the Application by receiving a notification of sending and/or receiving an electronic payment document.

**5.21.** The Client acknowledges the potential risks involved foreseen or otherwise, and hereby unequivocally and irrevocably release, discharge, waive and covenant not to sue and agree to hold harmless Astana Financial Services Authority and its officers, and the respective successors and assigns of all of the foregoing from any and all claims, liabilities, legal action for damages, losses, costs directly or indirectly arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the Operator.

**5.22.** The Client may sue the Operator for all claims, liabilities, legal action for damages, losses, costs arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the Operator.

## **6. COST OF SERVICES AND PAYMENT PROCEDURE**

**6.1.** Payment for the Operator's services under the Agreement is carried out in accordance with the Tariffs, in the manner and on the terms established by the Agreement.

**6.2.** Payment for the Operator's services, as well as any amounts arising from the provision of services, including currency conversions, is made by the Operator withdrawing the relevant amounts without the Client's consent (by direct debiting of the relevant amounts) from the Client's Account, including Additional payment card where the Client's money is kept. The amount of the Operation is debited from the Client's Account, where the Client's money is kept, at the moment of execution of the Client's order and the Holder of the additional payment card.

**6.3.** The Client and the Holder of the additional payment card independently pay for the communication services used by them to receive the Operator's services (including for sending SMS messages to the Operator) under the relevant agreement concluded with the relevant communication Operator.

**6.4.** The Operator independently pays for communication services for sending SMS messages by the Operator with a one-time code / PUSH notifications or for sending SMS messages by the Operator on his initiative.

## **7. SECURITY PROCEDURES**

**7.1.** The Operator applies the following security procedures:

7.1.1. The Operator is the owner of the software and hardware complex designed for remote control and receipt of electronic services through the Application;

7.1.2. for the Operator's network security, as well as network access differentiation, software and hardware firewalls with packet filtering functions, as well as means of identification, verification, authentication, authorization, traffic analysis and equipment logs are used;

7.1.3. secure Data exchange between the Client / Holder of an additional payment card and the server (communication channel) is provided by the Internet provider using services to protect against illegitimate traffic, confirmed by a security certificate, by using traffic encryption algorithms (SSL) over the extended secure Data transfer protocol HTTPS (HyperText Transfer Protocol Secure), which allow to exclude the situation of server spoofing, early detection of deficiencies in the security system by comparing the messaging protocols on the side of the Client/Holder of the additional payment card and the server;

7.1.4. verification of the authenticity of the request of the Client/Holder of an additional payment card to receive an electronic service through the Application is carried out by the Operator automatically by requesting a one-time dynamic security password ("OTP" – "One Time Password") sent to the Client/Holder of an additional payment card to the Operator registered in the system subscriber number in cellular networks. The one-time dynamic security password is valid for 5 minutes. The order and number of characters included in the one-time dynamic security password are automatically generated by the Operator;

7.1.5. access to services in the Application can be obtained only after passing the registration procedure, and also if it is required in the Application of identification and verification procedures;

7.1.6. to pass the identification and verification procedure in the Application, a passport is required;

7.1.7. the length of the Password must be at least 8 characters, the Password cannot consist of only numbers, the Password must include at least one letter in upper and lower case, one number and a special symbol;

7.1.8. to ensure protection against unauthorized access to information and Data on the Payment Card, the Operator uses automatic verification of the correctness of the Login and Password when entering the Application;

7.1.9. verification of the subscriber number in cellular networks is carried out in the Application by entering a one-time dynamic security password sent by the system to the subscriber number in cellular networks;

7.1.10. after 3 (three) attempts to enter the Password incorrectly, the Operator automatically blocks the Password for a period of 30 (thirty) minutes. If the Client or the Holder of an additional payment card for some reason cannot remember his Password, then he needs to contact the Operator to obtain a temporary password and log in to the Application with the subsequent change of the Password;

7.1.11. in the event of unauthorized actions, the Operator has the right to suspend the provision of electronic services through the Application and immediately takes all necessary measures to eliminate their consequences and prevent their occurrence in the future.

**7.2.** In order to ensure a guaranteed level of security when working in the Application, the Client and the Holder of an additional payment card must ensure the proper level of security, including, but not limited to:

7.2.1. not to use unlicensed, third-party, dubious, as well as unchecked software for malware;

- 7.2.2. use licensed anti-virus software, timely update it or anti-virus databases. The action of viruses can be aimed at intercepting identification information and transferring it to intruders;
- 7.2.3. ensure the use maintenance of modern operating systems, with automatic timely updates recommended by the manufacturer in order to eliminate the vulnerabilities identified in it. Regularly update the operating system;
- 7.2.4. do not use your name, date of birth, only numbers or simple words in the Password, the length of the Password must be at least 8 (eight) characters. It is necessary to use a combination of upper and lower case letters, numbers and special characters;
- 7.2.5. change the Password regularly, the recommended password validity period is 30 (thirty) calendar days;
- 7.2.6. never save the Password in programs that establish an Internet connection, in text files on electronic media, as there is a risk of its theft and compromise;
- 7.2.7. after the end of the work, it is necessary to exit the Application.

## **8. PERSONAL DATA PROTECTION AND CONSENT**

### **8.1. Collection and Processing of Personal Data**

The Client hereby acknowledges and agrees that Operator, in its capacity as a data controller under the AIFC Data Protection Regulations No. 10 of 2017 and the AIFC Data Protection Rules No. 1 of 2018, may collect, record, store, process, and transfer the Client's Personal Data, including Sensitive Personal Data where necessary, for the purposes of providing services under this Agreement and complying with legal and regulatory obligations.

### **8.2. Purpose of Processing**

The Personal Data of the Client may be processed for, including but not limited to:

- 8.2.1. Client identification and verification (KYC);
- 8.2.2. Account opening and maintenance;
- 8.2.3. Risk assessment and fraud prevention;
- 8.2.4. Compliance with applicable anti-money laundering (AML) and counter-terrorist financing (CTF) laws;
- 8.2.5. Communication and customer support.

### **8.3. Consent**

By signing this Agreement, the Client expressly provides their free, specific, informed, and unambiguous consent for the collection and processing of their Personal Data, including any Sensitive Personal Data where applicable, as required by Section 10 of the AIFC Data Protection Regulations.

### **8.4. Transfer of Data Outside the AIFC**

The Client agrees that Personal Data may be transferred to jurisdictions outside the AIFC for legitimate business purposes. The Operator shall ensure that such transfers are made in accordance with Sections 11, 12 of the AIFC Data Protection Regulations and that adequate levels of protection are in place, or that the appropriate permits have been obtained where required.

### **8.5. Rights of the Data Subject**

The Client is entitled to exercise the following rights under the AIFC Data Protection Regulations:

- 8.5.1. Right to access and rectify their Personal Data;
- 8.5.2. Right to object to or restrict processing;
- 8.5.3. Right to data portability;
- 8.5.4. Right to lodge a complaint with the AIFC commissioner of Data protection.

### **8.6. Data Retention and Security**

The Operator shall retain the Client's Personal Data for the period required by applicable law and shall implement appropriate technical and organizational measures to protect Personal Data from unauthorized or unlawful processing and against accidental loss, destruction, or damage.

### **8.7. Withdrawal of Consent**

The Client may withdraw their consent at any time by written notice to the Operator. However, such withdrawal shall not affect the lawfulness of processing prior to such withdrawal.

## **9. RULES FOR ISSUING A PAYMENT CARD**

**9.1.** When issuing a Payment Card, the Client declares that he is acquiring the Payment Card for his own purposes and will use it for purposes not contrary to the current law of the AIFC.

**9.2.** To issue a Payment Card, the Client performs the following actions:

- 9.2.1. selects the service of opening a Payment Card in the Application;
- 9.2.2. fill in the required fields of on-screen forms in the Applications menu (if available);
- 9.2.3. scans a passport;
- 9.2.4. is undergoing a video identification operation;
- 9.2.5. indicates the number of any bank card for replenishment of the Payment card.

**9.3.** The specific amount of money paid by the Client in order to form an obligation for the Operator and for the Client to have the right to claim is determined by the Client himself, taking into account the Limit of the Payment Card.

**9.4.** From the moment the Payment Card is issued, the Operator's obligation to the Client arises in the amount of the Payment Card Limit, and the Client has the right to claim the Operator for the same amount.

**9.5.** Within the framework of this Agreement, a bank account is not opened for the Client and the Holder of the Additional payment card. A Client Account is opened for the Client. Operations on the Payment Card are carried out at the expense of money on the Client's Account. Issuance of an Additional payment card does not entail the opening of a Client Account for the Holder of an Additional payment card.

**9.6.** At the time of issuing the Payment Card, it is activated, subsequent activation of the Payment Card is not required.

**9.7.** The Payment Card certifies the Client's right to claim against the Operator within the limits of the Payment Card Limit and can be used for the purposes of making Operations subject to the provisions of the Agreement.

**9.8.** The payment card provides the Client with the opportunity to make payments within the amount of money previously deposited by the Client and accounted for on the Client's Account. The payment card may not contain Data allowing to identify its holder.

**9.9.** Payments made using the Payment Card are reflected in the Client's Account.

**9.10.** Operations are performed by the Client using the Payment Card and Payment Card Details.

**9.11.** After registration, and also if required by the Application, identification and verification, and fulfillment of other conditions of the Agreement, the Operator assumes an obligation to the Client to carry out settlements for Operations made using the Payment Card within the Limit of the Payment Card.

**9.12.** The Payment Card is issued by the Operator through the formation by the Operator in its software of a Payment Card account with a unique identification number assigned to it.

**9.13.** When issuing a Payment Card, the Operator provides the Client and the Holder of an additional payment card with information about the Details of the Payment Card.

## **10. PROCEDURE FOR USING THE PAYMENT CARD AND MAKING OPERATIONS**

**10.1.** The payment card provides an opportunity to make payments, taking into account the conditions set forth in the Agreement.

**10.2.** When performing Operations using a Payment Card, the Operator charges a fee in accordance with the Tariffs.

**10.3.** The validity period of the Payment Card, unless otherwise determined by the Operator independently for certain types of Payment Cards, is 3 (three) years from the date of its issue. The termination of the Payment Card is carried out automatically after the expiration of the Payment Card. The Operator notifies of the expiration of the Payment Card 10 calendar days in advance by informing in the Application.

**10.4.** The Client is recommended to use the money in the Client's Account in full during the validity period of the Payment Card

**10.5.** Operations using the Payment Card Details can be performed subject to the requirements of the current law of the AIFC and the Agreement. Operations with the use of the Payment Card are carried out only in a non-cash form.

**10.6.** When processing Operations using a Payment Card, the relevant documents are generated, serving as the basis for the Operator to conduct settlements on Operations on its own behalf.

**10.7.** The Operator makes settlements on Operations on its own behalf and within the Limit of the Payment Card.

**10.8.** After the Operator makes settlements for the Operation, the Payment Card Limit is reduced by the amount of such an Operation, respectively, the Operator's Obligation and the Client's right to claim are also reduced by the amount of such an Operation.

**10.9.** The Operator, in order to optimize the accounting processes of the Payment Card, has the right to terminate the Operator's obligation for the existing Payment Cards and transfer electronic money to the Client in the amount of the Payment Card Limit.

**10.10.** The Operator has the right to refuse to perform the Operation at any stage in any of the following cases:

10.10.1. in case of detection of errors and inaccuracies made when performing Operations with the Payment Card;

10.10.2. if there is suspicion of making an unauthorized payment from the Payment Card;

10.10.3. in case failure to submit the necessary documents confirming the execution of the Operation, if this is provided for by the law applicable to the Operator;

10.10.4. if the Operator makes an erroneous instruction to issue a Payment Card;

10.10.5. in case of non-fulfillment and improper fulfillment by the Client of obligations under the Agreement and the Rules, non-compliance by the Holder of the additional payment card with the conditions for using the Additional payment card;

10.10.6. in other cases provided for by the legislation of the Republic of Kazakhstan, the current law of the AIFC and the rules of international payment systems.

**10.11.** In the event that the Operator receives money on the basis of a return operation, if there is such a return operation on the date of processing by the Operator - if the Payment Card Limit is exceeded, the Operator has the right to issue a new Payment Card for the amount of such a return operation, while the Operator's obligation to the Client also increases by this amount and the right of the Client's claim to the Operator, respectively.

**10.12.** Reissue of the Payment Card is not provided.

**10.13.** The Client has the right to keep the money on the Client's Account up to 12 months since topping it up.

## **11. OBLIGATIONS AND RIGHTS OF THE PARTIES**

### **11.1. The Operator undertakes:**

11.1.1. issue a Payment Card after the registration procedure, as well as identification and verification;

11.1.2. connect to the service in the manner and on the terms specified in the Agreement;

11.1.3. provide services in the manner and on the terms established by the Agreement;

11.1.4. notify about ongoing technical work that may interrupt access and prevent the use of services, including the performance of Payment Card Operations;

11.1.5. execute electronic documents, subject to the terms of the Agreement and other documents governing the procedure and conditions for the provision of services by the Operator, as well as the requirements of the current law of the AIFC;

11.1.6. in accordance with the Agreement, carry out on its own behalf settlements for Operations made using the Payment Card, in cases where such Operations do not violate other provisions of the Agreement, do not violate or contradict the requirements of the current law of the AIFC;

11.1.7. inform Payment card details;

11.1.8. perform other duties specified by the Agreement.

### **11.2. The Operator has the right:**



11.2.1. temporarily or completely suspend or terminate the provision of services, block access to services without notice on the grounds provided for by the Agreement;

11.2.2. refuse to conduct or suspend the execution of Operations in case of suspicion that the Operations are carried out for the purpose of legalization (laundering) of proceeds from crime or financing of terrorism;

11.2.3. refuse to conduct or terminate any Operation if such refusal or termination is carried out by the Operator in accordance with sanctions imposed in accordance with the jurisdiction of any country (for example, OFAC) or international organization (including, but not limited to, FATF and the UN), the effect of which applies to the Operator and the Client/Holder of an additional prepaid payment card, and the Client unconditionally agrees with this;

11.2.4. terminate business relations with the Client by unilateral refusal to execute the Agreement in the following cases:

- emergence in the process of studying Operations of suspicions that business relations are used for the purpose of legalization (laundering) of proceeds from crime or financing of terrorism;
- the presence of sanctions against the Client or the Holder of an additional payment card, imposed in accordance with the jurisdiction of any country (for example, OFAC) or international organization (including, but not limited to, FATF and the UN);
- the Operator has reason to believe that the Operations are subject to international economic sanctions or are aimed at evading international economic sanctions;
- provided for by the internal documents and procedures of the Operator on combating the legalization (laundering) of proceeds from crime and the financing of terrorism;

11.2.5. withdraw from the Client's Account in the manner and in the manner prescribed by the Agreement:

- the amount of money for the services provided in accordance with the Tariffs;
- other amounts payable under the Agreement and amounts owed to the Operator.

Specified in this provision of the Agreement is the Client's consent to the withdrawal by the Operator of the relevant amounts of money from the Client's Account. At the same time, the basis and document sufficient for the Operator to carry out the said withdrawal of money from the Client's Account is the Agreement;

11.2.6. to receive money from the Client in payment for the Payment Card, including for the issuance/maintenance of the Payment Card, for the sale and distribution of the Payment Card and for the transfer;

11.2.7. independently keep records of the Payment Card Limit, as well as the Operator's obligations to the Client and the Client's right to claim against the Operator and make the necessary changes in the amounts / sizes of the Payment Card Limit, the Operator's obligation to the Client, the Client's right to claim to the Operator;

11.2.8. refuse to make settlements under the Operation and not to make such settlements in the following cases:

- performance of the Operation in violation of the requirements established by the Agreement and/or the current law of the AIFC;
- if the Operation amount exceeds the Payment Card Limit;
- if a Permission has not been granted for the Operation;
- if the Data available to the Operator (including from the documents submitted by the Client/Holder of the additional payment card and/or the settlement participant of the documents that are the basis for the Operation), it follows that the Operation being performed does not comply with the requirements of the current law of the AIFC and/or the Agreement;

11.2.9. prohibit the Operation if the amount of the Operation exceeds the Payment Card Limit;

11.2.10. unilaterally make amendments and additions to the Contract and/or Tariffs, which shall come into force from the moment of their publication on the Operator's website and/or the Application and/or sending a corresponding SMS message/PUSH notification to the Client's mobile number specified during registration.

11.2.11. if there is not enough money on the Payment Card to pay the cost of the Operator's services or any other applicable sums, refuse to provide the service or require the Client to pay the corresponding amounts of money. In this case, the Client pays the specified amounts of money in within three working days from the date of receipt of the relevant request from the Operator;

11.2.12. at any time send, on their own initiative and at their own expense, to a registered subscriber number in cellular networks an SMS message containing information of an informational and advertising nature about the services of the Operator;

11.2.13. unilaterally change the authentication process in order to increase the level of security, as well as the types and amount of restrictions set on the amount of the Operation carried out in the Application or through the Payment Card, including changes in the interface and technical settings;

11.2.14. The Operator has the right to refuse to conduct Operations with the Payment Card until the disputes that have arisen are settled (if any);

11.2.15. Deny the Client compensation for damages, provided that:

- Operations were carried out by means of 3D-Secure input confirmation;
- the Rules were violated (transfer of the Payment Card to 3 persons, keeping the PIN code and the Payment Card in one place, the Client or the Holder of the additional payment card contributed to fraudulent Operations, etc.);

11.2.16. exercise other rights provided for by the provisions of the Agreement and the current law of the AIFC.

**11.3. The Client personally undertakes, and also undertakes to ensure that the Holder of the additional payment card performs the following:**

11.3.1. observe and be guided by the provisions of the Agreement;

11.3.2. pay for the services provided by the Operator under the Agreement, as well as pay commissions for the services provided in accordance with the current Operator's Tariffs;

11.3.3. perform other duties stipulated by the provisions of the Agreement and the current law of the AIFC;

11.3.4. not to disclose/transfer to other persons information about their own authorization parameters: username, Password, and Payment Card Details. In case of detection of the transfer of the specified information to other persons, the Operator has the right to cancel the current registration, block the Payment Card and is not responsible for the Operations performed by him;

11.3.5. immediately inform the Operator about the facts of unauthorized access or suspected unauthorized access to the Application or Data in the Application, inconsistencies or errors in security certificates;

11.3.6. provide the following Personal Data when verbally contacted: full name, ID/passport number, subscriber number in cellular networks, IIN or other identification information that allows identifying the Client as an employee of the Operator;

11.3.7. use the Application solely for the use of services provided through the Application;

11.3.8. observe the rules of information security and follow the rules for using the Application, ensure exit from the Application after each session;

11.3.9. perform the operation of changing the Password at the request of the Application;

11.3.10. make changes in a timely manner in case of changes in contact information;

11.3.11. not subject the software and/or devices used to access the services to modifications that violate the user agreement concluded between the manufacturer of the software and/or device;

11.3.12. if it is necessary to make a payment, provide a sufficient amount of money to pay for the Operator's services in accordance with the current Tariffs;

11.3.13. perform Operations using the Payment Card or Payment Card Details within the Limit of the Payment Card;

11.3.14. use the dynamic 3D-Secure password to confirm Operations on the Internet, as well as postal and telephone orders, except for sites where confirmation of the dynamic 3D Secure password is not provided;

11.3.15. not to use the Payment Card and Payment Card Details, not to make/attempt to make Operations using the Payment Card and Payment Card Details after the termination of the Payment Card;

11.3.16. take all reasonable measures to prevent the dissemination of information about the Payment Card and Payment Card Details or unauthorized use of the Payment Card and Payment Card Details;

11.3.17. not transfer the Payment Card and information about the Details of the Payment Card, information received under the Agreement (except as provided by the Agreement) to third parties;

11.3.18. perform Operations in compliance with the requirements for such Operations by the current law of the AIFC and the Agreement;

11.3.19. comply with the provisions of the Agreement, fulfill other requirements stipulated by the Agreement.

**11.4. The Client has the right:**

11.4.1. require the Operator to properly fulfill obligations under the Agreement;

11.4.2. change the Password in the Application at your own discretion;

11.4.3. refuse the services by sending the relevant application to the Operator;

11.4.4. perform Operations within the Limit of the Payment Card;

11.4.5. to exercise other rights provided for by the provisions of the Agreement and the current law of the AIFC.

**12. RESPONSIBILITY OF THE PARTIES**

**12.1.** The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations in accordance with the current law of the AIFC and the Agreement.

**12.2.** The Parties are responsible for the accuracy of the information provided under the Agreement.

**12.3.** The Parties bear mutual responsibility for violation of obligations under the Agreement only in the amount of actual damage and if the Party is at fault.

**12.4.** Responsibility for damage resulting from unauthorized access of third parties to the Application or use of the Payment Card shall be borne by the guilty Party.

**12.5.** The Operator is not responsible for failures in the transmission of SMS - messages, for their untimely delivery, non-delivery and for all similar actions.

**12.6.** The Operator shall not be liable to the Client in the event that the Client and the Holder of an additional payment card transfer their Data to third parties, intentionally or unintentionally granting access to the Application or other violation of Data confidentiality.

**12.7.** The Operator is not responsible for temporary inoperability, failures and errors in the operation of the Application and is not responsible in this case for possible losses of the Client related to the impossibility of obtaining access to the Application or its individual services.

**12.8.** The Operator is not responsible for the quality of goods/services paid for by the Payment Card.

**12.9.** The Operator is responsible for all Operations (including unauthorized payments) made using the Payment Card by third parties from the date of receipt of a written statement about the illegal use of the Payment Card.

**12.10.** The Operator is not responsible for the erroneous transfer of money associated with the incorrect indication of the details of the recipient of money in the document. The Operator assists in resolving disputes related to erroneous crediting/transfer/payment of money.

**12.11.** The Operator is not responsible for non-performance or improper performance of obligations under the Agreement if such non-performance is caused by:

12.11.1. decisions of the state bodies of the Republic of Kazakhstan, bodies and officials of the AIFC, which make it impossible for the Operator to fulfill its obligations under the Agreement;

12.11.2. reasons beyond the control of the Operator, including the refusal of a third party to accept the Payment Card for the Operation, as well as the occurrence of any emergency situations, failures in the maintenance of software and/or hardware;

12.11.3. occurrence of force majeure circumstances;

12.11.4. in other cases provided for by the current law of the AIFC.

**12.12.** The Client is responsible for all Operations (including unauthorized payments) made using the Payment Card by third parties until the date of receipt (inclusive) by the Operator of a written statement about the illegal use of the Payment Card.

**12.13.** The Client is responsible for all Operations carried out using the Payment Card and Payment Card Details. The Client is responsible for all Operations performed by the Client, the Holder of an additional payment card and/or third parties with or without his knowledge when using a mobile device, including if the software and/or mobile device used to access these services were subject to modifications that violate the user agreement concluded between the manufacturer of the software and / or mobile device, as well as if the developer mode was activated on the mobile device or applications were installed that allow remote access to the mobile device.

**12.14.** For non-fulfillment and improper fulfillment of its obligations set forth in this Agreement, the Client shall be liable under the Agreement and the current law of the AIFC in the amount of damage caused to the Operator.

**12.15.** The Client is responsible for the accuracy and completeness of the information contained in all documents provided by him to the Operator.

**12.16.** The Client is not entitled (except for the case described in the Agreement) to assign, in whole or in part, his rights (claims) and obligations arising from the agreemental relationship with the Operator to third parties, including the Client's right to claim against the Operator.

**12.17.** The Operator has the right to assign, in whole or in part, its rights (claims) and obligations under the Agreement to third parties.

### **13. PROCEDURE FOR RESOLVING DISPUTES**

**13.1.** The Client and the Holder of an additional payment card have the right to send a message in electronic form to the email address [support@silkssoftgroup.com](mailto:support@silkssoftgroup.com) or through the Application (by leaving a "feedback" request) indicating the email address, subscriber number in cellular networks, the content of the claim and other information. The Operator considers the application and provides a response within 15 (calendar) days from the date of the request. If it takes more than 15 (fifteen) calendar days to resolve the issue, an interim response is provided.

**13.2.** The Operator provides a response in electronic form to the address indicated in the message sent to the Operator. When a request is received through the Application, the response is provided in the Application.

**13.3.** For all disputes (including in connection with disagreement with any of the performed Operations), the Client or the Holder of an additional payment card applies to the Operator with a request. The Agreement establishes a limitation period for consideration of a disputed Operation - 30 (thirty) calendar days from the date of its completion. In case of a proven claim, the amount will be restored to the Payment Card (if the Limit of the Payment Card is exceeded, it is allowed to issue a new Payment Card for the amount of the refund). Until the claim is settled, the amounts previously debited on the Payment Card shall not be restored.

**13.4.** The Client is recommended to keep the documents to record the spending of money on the Payment Card and to resolve possible disputes.

**13.5.** The Client has the right, subject to sending the relevant request to the Operator, to receive a copy of the Operator's internal regulatory document containing the procedure for resolving disputes with Clients, without paying any amounts.

**13.6.** All disagreements and disputes that may arise during the execution of the Agreement or in connection with it, the Parties will, if possible, resolve through negotiations. All disputes arising between the Operator and the Client from the Agreement or in connection with it (including in connection with the use of the Payment Card (Details of the Payment Card) are subject to consideration in the AIFC Court.

**13.7.** The Client who is aggrieved about the services or products offered by Operator or its staff may complain to the Astana Financial Services Authority ("AFSA"), financial regulator of the Astana International Financial Centre. To lodge a complaint to the AFSA contact:

- +7 (7172) 959 000;
- [info@afsa.kz](mailto:info@afsa.kz); or
- AFSA Office, Mangilik El 55/17, pavilion C3.2.

**13.8.** Termination of the Agreement does not terminate the provisions of the Agreement on the procedure for resolving disputes. These provisions are in effect indefinitely.

#### **14. DURATION OF THE AGREEMENT**

**14.1.** The Agreement is termless.

**14.2.** The Agreement may be terminated by the Operator unilaterally out of court, with prior notice to the Client at least 10 (ten) calendar days before the expected date of termination of the Agreement, in case of violation by the Client of the current law of the AIFC or the Agreement, or suspicion of a potential violation of the current law of the AIFC and /or the Agreement, as well as on the grounds provided by the Operator personally.

**14.3.** The Agreement may be amended or supplemented by the Operator at any time. In such case the Operator shall publish the respective amendments/supplements to the Agreement (or a revised version of the Agreement) and/or to the Tariffs by placing the information in the Application and/or on the Operator's website and/or sending a corresponding SMS message/PUSH notification to the Client's mobile number specified during registration. The said amendments/supplements shall become effective upon their publication/sending in the way specified in this clause. The Client undertakes to independently monitor such amendments and supplements to the Agreement.

**14.4.** In the event of refusal to use the Payment Card/termination of the Agreement, the Client shall apply to the Operator with an application that meets the requirements of the Operator, while independently resetting the Payment Card.

**14.5.** After the termination of the Payment Card, the Client and the Additional Payment Card Holder are not entitled to use the Payment Card or Payment Card Details. From the date of expiration of the Payment Card, the Operator shall settle settlements for Operations performed before the expiration date of the Payment Card.

**14.6.** After the expiration of the Payment Card, if there are balances on it, the Operator closes the Payment Card in accordance with the Tariffs.

#### **15. PRIVACY**

**15.1.** The Operator undertakes to take measures to prevent unauthorized access of third parties to personal information.

**15.2.** The Client undertakes, both personally and on behalf of the Holder of the additional payment card, to ensure that any information received from the Operator, including details related to the issuance and use of the Payment Card, remains confidential and is not disclosed.

**15.3.** The Operator shall take all reasonable measures to identify, manage, and disclose any conflicts of interest that may arise between the Operator and the Client, or between the Operator's employees and the Client, in a manner that ensures the Client's interests are not adversely affected. If a conflict of interest is identified, the Operator shall promptly inform the Client in accordance with the applicable AIFC laws and the Operator's internal policies.

#### **16. OTHER TERMS**

**16.1.** The Agreement and other documents that regulate the procedure for granting access to the Application, the procedure for obtaining and servicing the Payment Card form a single document.

**16.2.** The Parties are released from liability for partial, complete non-fulfillment or improper fulfillment of their obligations under the Agreement, if proper fulfillment turned out to be impossible due to force majeure circumstances, that is, extraordinary and circumstances that are avoidable under the given conditions, such as: natural phenomena, including earthquakes, fires, war and / or hostilities, revolutions, strikes, changes in legislation, the adoption of regulations that prevent the Parties from fulfilling their obligations under the Agreement, and other circumstances, which are beyond the reasonable control of the Parties and which make it impossible for the Parties to fulfill their obligations under the Agreement or make their fulfillment so impractical that it is reasonable to consider it impossible in the prevailing spontaneous circumstances (hereinafter referred to as force majeure circumstances). In the cases specified in this clause, the deadline for fulfilling obligations under the Agreement is extended in proportion to the time during which such force majeure circumstances will operate.

**16.3.** The Party for which such circumstances have occurred shall notify the other Party in writing of the occurrence of force majeure circumstances, as well as the expected duration of them, if possible immediately, but no later than 3 (three) business days from the moment they occur.

**16.4.** Failure to notify or untimely notification of the occurrence of such circumstances deprives the right to refer to force majeure circumstances as grounds for relieving the Party that made the failure to notify or untimely notification from liability for non-fulfillment or improper fulfillment of obligations, except in cases where such failure to notify / untimely notification was a consequence of the force majeure circumstances.

**16.5.** All issues not regulated by the provisions of the Agreement shall be resolved in accordance with the current law of the AIFC.

**16.6.** By joining the Agreement, the Client confirms that he has read and unconditionally agrees with the terms of the Agreement and the current Tariffs of the Operator, undertakes to be guided by and comply with the Agreement.

**16.7.** The Operator sends messages to the Client and the Holder of an additional payment card in one of the following ways:

16.7.1. via SMS

16.7.2. and/or PUSH notification and/or email and/or feedback channel in the Application.

Received notifications are considered received by the Client on the date of sending the message.

**16.8.** The Operator notifies the Client, and the Client acknowledges and accepts that the settlement mechanism built by the payment system and the Operator using the Payment Card and Payment Card Details is imperfect and there are risks of unauthorized Operations using the Payment Card and Payment Card Details by third parties.

**16.9.** At the same time, one of the most common methods of unauthorized performance of Operations is the performance of Operations using Payment Card Details in case of its illegal use. At the same time, illegal use may occur if the obligations for the use of the Payment Card are properly fulfilled.

**16.10.** Under any circumstances, the risks of illegal use of the Payment Card are assumed by the Client.

There are other ways of unauthorized performance of Operations using the Payment Card and Payment Card Details, including those not known to the Operator due to the improvement of fraud mechanisms in relation to the use of the Payment Card, Payment Card Details.

**16.11.** In this regard, regardless of the method of unauthorized execution of the Operation using the Payment Card and Details of the Client's Payment Card, the Operator shall not be liable to the Client for such unauthorized execution of the Operation.

**16.12.** By joining this Agreement, the Client assumes all these risks, including the risk of unauthorized Operations by third parties using the Payment Card Details in case of its illegal use.

**16.13.** All risks associated with a significant change in the circumstances from which the Client proceeded when using the Payment Card, the Client assumes, and such circumstances are not grounds for changing or terminating the agreemental relationship that has arisen between the Operator and the Client.

**16.14.** The Client is hereby notified, understands and agrees that not all trade and service enterprises can accept the Payment Card and that the Operator's Payment System may be limited in terms of the amounts of Operations performed using the Payment Card.

**16.15.** The Operator will take all reasonable measures so that the conflict of interest between him and the Client, between the Operator's employee and the Client and Clients is identified, managed and disclosed to the Client in such a way that the interests of the Client are not negatively affected. In the event of a conflict of interest, the relevant information will be communicated to the Client in accordance with the requirements of the current law of the AIFC and the internal regulatory documents of the Operator.

**16.16.** The Agreement does not grant any rights to third parties.