

Internet Acquiring Accession Agreement

This Accession Agreement form is a standard (typical) form. The terms and conditions hereof are defined in a standard form and can be accepted by the Trade and Service Enterprise (the “Enterprise”) not otherwise than by signing the Agreement to the Internet Acquiring Accession Agreement (the form in Annex 2 hereto, the “Agreement”). The Accession Agreement is a document concluded in accordance with Article 389 of the Civil Code of the Republic of Kazakhstan and internal documents of the Bank. The Agreement and the Accession Agreement shall be considered only as a single document.

The Enterprise shall accede to the Accession Agreement by signing the Agreement in the form established by the Bank. Signing of the Agreement by the Enterprise shall be performed by handwritten signature of the head of the Enterprise/representative of the Enterprise, which means that the Enterprise has read the terms and conditions of the Accession Agreement offered to it by the Bank, including annexes to the Accession Agreement, understood them and accepted them by joining the Accession Agreement posted at the e-mail address: www.halykbank.kz, as a whole.

If the Enterprise together with signing of the Agreement or after signing of the Accession Agreement joins the Terms and conditions of Joint Service of the product “Goods on credit/in installments” within Halyk installment process (Annex 5 hereto) hereto (the “Terms and conditions of Joint Service”), for which purpose it sends a respective application to the Bank and the Bank sends a respective confirmation to the Enterprise, then for the period of validity of the Terms and conditions of Joint Service this Accession Agreement shall be deemed a mixed agreement containing the terms and conditions of the Internet Acquiring Agreement and the terms and conditions of joint service. The validity term of the Terms and Conditions of Joint Service shall not exceed the validity term of the Accession Agreement.

This Accession Agreement has been concluded between Halyk Bank of Kazakhstan Joint Stock Company and the Enterprise, which have signed the Agreement.

All annexes hereto, including the Agreement signed by the Parties, Terms and conditions of Joint Service, in case the Enterprise joins them, are integral parts thereof.

After the Bank and the Enterprise conclude the Accession Agreement, they become Parties hereto the Accession Agreement.

General definitions used herein:

Authorization - permission of the issuing Bank to perform the Operations, confirming the possibility of payment by the Cardholder of the purchased Goods or received Services (i.e. the availability of the card account and sufficiency of money on it to pay for the Order, compliance of the Card details with the card account, confirmation of the validity period of the Card);

Authorization report - a report containing responses to authorization requests for Operations made with the use of cards in the online store of the Enterprise, received by the Bank from the Enterprise. This report is intended for periodic provision of information to the Organization (upon additional request of the Organization);

Authorization server - Epay Bank's software server, through which formation of Authorization data is performed immediately after their receipt in the CPS;

Authentication - confirmation of card authenticity and confirmation of card possession;

Bank - Halyk Bank JSC;

Issuing Bank - a bank that issued a Card in the name of the Cardholder, receives data on Operations from IPS participants and performs Authorization, including the Bank;

Cardholder or Holder - an individual using the payment card in accordance with the agreement with the issuing Bank;

Domain (domain name) - a symbolic (alphanumeric) designation formed in accordance with the Internet addressing rules, corresponding to a certain network address and intended for named reference to the Internet object;

Order - an electronic document sent by the Enterprise to the Bank and containing information about the total amount of the Order, payment currency, number of the Order. The Enterprise's EDS shall confirm the Order. The number of the Order shall be set by the Enterprise;

AML/CFT Law - Law of the Republic of Kazakhstan "On Anti-Money Laundering and Combating the Financing of Terrorism";

Prohibited goods (services) - goods, services sold by the Enterprise and/or related to the activities of the Enterprise, the sale of which is prohibited or restricted, or sold in violation of the requirements established by the legislation of the Republic of Kazakhstan and the Accession Agreement, including, but not limited to: goods, services related to the sale (including the sale itself) by the Enterprise of weapons, firearms and explosive substances and objects; narcotic, psychotropic, toxic, caustic and radioactive substances; human organs and tissues; alcohol and tobacco products (without proper authorization of state authorities in accordance with the legislation of the Republic of Kazakhstan); gambling services (without proper authorization of state authorities in accordance with the legislation of the Republic of Kazakhstan); services of a sexual nature, as well as those contrary to generally accepted norms of morality and ethics; other goods prohibited or restricted in turnover in accordance with the legislation of the Republic of Kazakhstan and/or the Agreement, as well as transactions on purchase/sale/exchange of digital assets prohibited by the legislation of the Republic of Kazakhstan;

Internet - a global computer network;

Internet resource / online store of the Enterprise - an electronic page (set of electronic pages) in the Internet (including Web-site / Mobile application of the Enterprise), containing information about the Goods or Services of the Enterprise, the method and procedure of their payment;

Internet acquiring - a service provided by the Bank to organize and carry out settlements with the Enterprise, which has concluded this Accession Agreement, allowing the Enterprise to accept payment with the use of payment cards by means of payment cards.

Card - a means of electronic payment, which contains information that allows its Holder through electronic terminals or other communication channels to make payments and (or) money transfers or receive cash, or make currency exchange and other operations, determined by the issuing Bank of such Card and on its terms;

Card Payment System (CPS) - a set of software and hardware tools and organizational and technical solutions that ensure the Bank's transfer of money from card accounts of Cardholders to the Accounts of Cardholders.

Card account - a bank current account opened by the issuing Bank to the Cardholder, operations on which are carried out using the Card;

Authorization code - an alphanumeric code, which is a confirmation of obtaining permission from the issuing Bank to carry out the Operation;

My Account - the Enterprise's account in the Bank's Epay system, the center of authorization and processing of online payments by payment cards, which allows the Enterprise to access authorization information, order details and other information related to the processing of the Operation;

Marketplace - an e-commerce platform owned by an Enterprise that provides information about the product or service of third party sellers on its electronic trading floor/platform, which organizes their sale, storage, delivery, acceptance of money and settlements with sellers, and, if necessary, return. For these actions sellers pay Marketplace a fee determined by the agreement relations between Marketplace and sellers;

International Payment Systems (IPS) - a system of exchange of Operations and mutual settlements between the parties - Members of the international banking payment association, acting under a single brand name. The Bank is a principle member of International Payment Systems Visa Inc., Mastercard Inc., UnionPay, Diners Club, Discover, JCB, as well as an independent operator of American Express for card issue and acquiring;

Fraudulent operation – an operation declared by the IPS and/or the issuing Bank as fraudulent and/or disputed by the Cardholder/ a type of fraud, in which a financial operation is made with the use of the payment Card or its details, not initiated or not confirmed by the Cardholder, the purpose of which is theft of another's property or acquisition of the right to another's property by deception or breach of trust. Sufficient confirmation is a statement of the issuing Bank and/or confirmations of the IPS, received by the Bank electronically or using facsimile communication;

Unauthorized operation - a card operation, carried out in violation of the requirements for an authorized card operation. Unauthorized card operation is also a card operation, carried out with the use of a counterfeit card, by a person who is not a legitimate Cardholder or secretly obtained data on the payment card, as well as a card operation, during the implementation of which an invalid check was issued;

Operation/Payment/Transaction/QR - non-cash payment for goods/services made with the use of card in the online store of the Enterprise;

Transfer - the amount of money transferred by the Bank to the Enterprise under the Operation, equal to the cost of the Order, less the Bank's fee;

Personal data - information related to a certain or determined on their basis subject of personal data, recorded on electronic, paper and (or) other material medium, in accordance with the legislation of the Republic of Kazakhstan on protection of personal data;

Written form/notification/demand - execution of a document in writing on paper or electronically, which may be transmitted in the form of an electronic message or with subsequent transfer of originals on paper;

Payment form - the Bank's HTML form, which is used by the Cardholder to enter the Card Details;

Confirmation order - an automatic notification of the necessity to transfer money to the Enterprise's Account sent by the Enterprise to the Bank in the Payment Monitoring System of the Authorization Server or an electronic document containing such notification and sent through the Epay interface in My Account of the Enterprise in the Payment Monitoring System or through public channels of the Internet;

International Payment System Rules or IPS Rules - a set of documents regulating the activities of the members of the International Payment System;

Enterprise - a legal entity (commercial and non-commercial organization) or an individual engaged in entrepreneurial activity without formation of a legal entity - resident of the Republic of Kazakhstan, selling goods or providing services by placing information on the terms and conditions and procedure of such sale/supply, as well as tools to implement the possibility of order placement in the Internet on the Web-site/Web-site of the Bank/Mobile application/Homebank financial portal or in the mobile application owned by it;

B2B product - payments made by means of QR code within the framework of mutual settlement of Cardholders. Within the framework of the B2B product, payments are made only with the use of Visa Inc. payment cards;

SSL Protocol - Secure Sockets Layer - a cryptographic protocol that provides a secure communication channel and data transfer between the Cardholder and the Authorization Server during the passage and exchange of information in accordance with the Accession Agreement;

Card details - information contained on the Card and/or stored in it, including: the Cardholder's name, Card number, Card expiration date, CVV2 or CVC2 code;

Payment monitoring system - a subsystem of the Authorization server, through which payments passing through the CPS of the Bank are managed, namely: initiation of debiting of blocked amounts from card accounts of Cardholders, cancellation of payments, as well as receipt of statements on performed Operations;

PCI DSS (Payment Card Industry Data Security Standard) - an information security standard developed by the International Payment Systems and used by their members when exchanging information in the framework of Operations made with the use of Cards. PCI DSS combines the requirements of a number of information security programs, including:

- Visa: Account Information Security (AIS);
- Mastercard: Site Data Protection (SDP).

PCI DSS compliance verification methods:

- External QSA audit (English), performed by a PCI QSA company at the audited organization's site;
- Self-Assessment Questionnaire (SAQ);
- automated ASV scanning of network perimeter vulnerabilities.

The method of compliance testing, or combination of methods, is selected depending on the certification level of the Enterprise;

Daily Limit - the maximum amount of Operations, established in accordance with the Accession Agreement, performed by the Enterprise during the specified period;

Enterprise Account - the Enterprise's account opened with the Bank/other banks of the Republic of Kazakhstan, used for making payments under the Accession Agreement, and specified in the Agreement in the details of the Enterprise;

Bank's Tariffs - approved and effective amounts of the Bank's fees charged for banking and other services rendered by the Bank;

Goods, Services - goods or services sold by the Enterprise or third party sellers on the Marketplace, in the online store to the Cardholder and paid for in accordance with the procedure established by the Accession Agreement;

Terminal (virtual terminal) - a virtual POS-terminal replacing a physical POS-terminal on the web-interface, interacting with the Bank's Epay authorization server, where the Cardholder enters his/her data and data of his/her card, after which the payment operation takes place;

Electronic Digital Signature (EDS) - a set of electronic digital symbols created by means of electronic digital signature and confirming the authenticity of an electronic document, its ownership and invariability of its content. Electronic Certificate is used to form EDS;

Electronic Document - a document in which information is presented in electronic digital form and certified by means of electronic digital signature. It is used for information exchange between the Bank and the Enterprise, as well as between the Bank and the Cardholder under the Accession Agreement. The EDS of one of the Parties or both Parties shall certify an electronic document transmitted via public Internet channels;

Electronic Certificate - a unique set of symbols belonging to one of the Parties and used to form an EDS. Electronic Certificate of the Enterprise is formed and used exclusively in the Bank's systems;

3D Secure - a security standard developed by Visa Inc., Mastercard Inc. and UnionPay technology IPU for additional identification of the Cardholder in the process of carrying out the Operation on-line via the Internet in order to reduce the risk of unauthorized Operations and ensure the security of Operations on the Internet;

Chargeback/Dispute - a request of the issuing Bank to refund to the Cardholder the amount of the disputed Operation in case of improper fulfillment by the Enterprise of its obligations to supply Goods or provide Services paid under the Accession Agreement, or in case of receipt by the issuing Bank of a statement of the Cardholder, from whose card account the payment was made, about unlawful debiting of money from this card account in payment for Goods or Services;

High risk - Enterprises recognized as high risk according to IPS rules, the Bank according to MCC codes;

GO!Bonus - funds of the Cardholder, received by him/her from the Enterprise as a result of granting the Deferred discount. 1 (one) Bonus is equal to KZT 1 (one);

MCC (Merchant Category Code) - a code of the type of a point of sale. It is a four-digit number, which is used in the payment card industry to classify the goods/services provided by the Enterprise by the type of their activity.

1. Subject Matter

1.1. The Accession Agreement regulates the relations between the Bank and the Enterprise related to payment by Cardholders for Goods or Services via the Internet, sold by the Enterprise on the Internet resource, as well as payments and money transfers for provided/rendered Goods or Services via Visa Inc., Mastercard Inc., UnionPay, American Express, Diners Club International, Discover, JCB, if technically possible by the Bank, IPS.

1.2. To pay for the Goods or Services, the Enterprise accepts the Cards, the types of which are specified in the Agreement, and the Bank performs non-cash transfer of money in payment for the sold Goods or Services to the Enterprise Account, charging the established commission fee.

1.3. If the Enterprise intends to accept for payment the Cards not specified in the Agreement and subject to the Bank's consent, the Parties shall sign an Addendum to the Agreement (the "Addendum to the Agreement"), which specifies the amount of the Bank's fee for Operations using the relevant type of Cards and the terms of transferring money to the Enterprise for such Operations. Crediting of funds on Operations made with the use of the Cards specified in the Addendum to the Agreement shall be made to the Enterprise Account.

1.4. The Enterprise shall use the Authorization server of the Bank Epay in accordance with the terms and conditions hereof for payment by Cardholders for Goods or Services sold by the Enterprise on the Internet resource.

1.5. The Enterprise hereby confirms that:

- conclusion of the Accession Agreement with the Bank does not contradict the requirements of the legislation of the Republic of Kazakhstan and provisions of the constituent documents of the Enterprise;
- sale of Goods or Services the Enterprise has obtained all required documents and permits, if availability of such documents and permits is required by the legislation of the Republic of Kazakhstan, as well as concluded relevant agreements with third parties;
- sale of Goods or Services is performed by the Enterprise in accordance with the terms and conditions of concluded agreements with third parties and does not infringe copyright and other rights of such third parties.

1.6. For accumulation of Go!Bonus cards by the Holders when purchasing Goods or Services on the Internet resource, the Parties shall sign an Addendum to the Accession Agreement on the procedure for servicing the GoCard Cardholder.

1.7. In case, the Enterprise joins the Terms and conditions of Joint Service, they will regulate the terms and procedure of servicing of the product "Goods on credit/in installments" by the Parties within Halyk installment process. In this case, separate terms and conditions of servicing may be regulated herein and/or in other agreements.

1.8. The procedure of use and maintenance of the Card is regulated by the agreement on issue and maintenance of the payment card, concluded by the Cardholder with the issuing Bank, the current legislation of the Republic of Kazakhstan, the rules of Visa Inc., Mastercard Inc., UnionPay, American Express, Diners Club International, Discover, JCB.

2. General Provisions

2.1. Relations between the Bank and the Enterprise shall be governed by the Accession Agreement, annexes hereto, the laws of the Republic of Kazakhstan, including regulatory legal acts of the National Bank of the Republic of Kazakhstan, as well as internal documents of the Bank, IPS Rules, and business turnover customs.

2.2. The Parties have agreed to strictly comply with the terms and requirements set forth herein and its annexes, to be liable for non-fulfillment and improper fulfillment of their obligations hereunder in accordance with the Agreement and the laws of the Republic of Kazakhstan.

2.3. In order to accede hereto, the Enterprise shall submit an application to the Bank in the form established by the Bank (the "Application"). In case of positive consideration of the Application by the Bank, the Bank and the Enterprise shall sign an Agreement in duplicate (one copy for the Bank, the second copy for the Enterprise), which specifies the amount of fee charged by the Bank to the Enterprise for money transfer services on the performed Operations, the term of money transfer to the Enterprise on the performed Operations, the Daily Limit of Operations, as well as specifies the Account of the Enterprise, to which the Bank transfers the said money.

If the Bank rejects the Application, the Bank shall notify the Enterprise thereof by any means of communication within 5 (five) business days from the day of receipt of the Application by the Bank without explaining the reasons for rejecting the Application.

3. Procedure for acceptance of confirmation orders of the Enterprise and authorization of payments

3.1. The Cardholder through the Internet (Internet resource) makes a choice of Goods or Services, based on which the Order is formed.

3.2. The Enterprise sends the Order to the Authorization server, further the Cardholder is automatically redirected to the Authorization server for specifying the Card details or payment by means of QR code.

3.3. The Authorization Server establishes an SSL Protocol connection with the Cardholder and accepts the Cardholder's Card Details and the Cardholder's e-mail address from the Cardholder. Any information on the Card transmitted hereunder shall be transmitted over the Internet in encrypted form using the TSL Protocol. The Bank guarantees that the information on the Cardholder's Card is transmitted in a secure form only to the Authorization Server and is not provided to the Enterprise or third parties.

3.4. Upon receipt of the Order from the Enterprise, the Bank shall verify the availability of the Enterprise in the CPS and compliance of the Authorization request with the Bank's requirements for the Daily Limit, the amount of which is set in the Agreement and allowed countries according to the terms and conditions hereof.

3.5. Having received the Card details/payment by means of QR code in accordance with clause 3.3. hereof, the Bank shall check the Cardholder's Card in the CPS for the possibility or impossibility of payment of the Order amount using this Card.

3.6. After carrying out checks in accordance with clauses 3.4, 3.5. hereof, the Authorization server sends to the Cardholder an Electronic document containing a positive/negative result of Authorization depending on the confirmation/rejection of Authorization. In case of confirmation of Authorization, the Authorization server sends to the Enterprise system an Electronic document containing a positive (or negative) result of Authorization.

3.7. In case of refusal in Authorization, Authorization server informs the Cardholder of the reason of refusal in Authorization as indicated in the authorization response code.

3.8. At a positive result of Authorization, Authorization server:

- sends to the Cardholder an Electronic document containing a positive result of Authorization, as well as sends a notification of the conducted Operation to the Cardholder's e-mail address specified when transferring the Card details/payment by means of QR code;
- sends to the Enterprise system the Electronic Document containing the positive result of Authorization.

3.9. If the positive result of Authorization, the issuing Bank immediately performs the Operation to block money on the card account of the Cardholder for the amount of Authorization.

3.10. Confirmation Order of the need to transfer the money blocked on the Cardholder's card account in the manner prescribed by clause 3.9. hereof to the Account of the Enterprise for payment for the Goods delivered to the Cardholder or Services rendered to the Cardholder shall be sent by the Enterprise to the Authorization server not later than 3 (three) calendar days from the date of Authorization.

In case the Enterprise has not processed the Operation in the Authorization server "epay" within 3 (three) calendar days from the date of authorization, the responsibility for incurred losses/damage lies on the Enterprise. Unblocking of sums on available balance of cards of Holders, issued by the Bank and cards of banks, being on processing in the Bank, irrespective of the fact of granting of the goods/service occurs after 15 (fifteen) calendar days. The term of unblocking of funds on cards of other banks is regulated in accordance with the rules of the issuing Bank.

3.11. Transfer to the Enterprise Account of the money blocked on the Cardholder's card account for payment for the Goods or Services shall be made based on the Confirmation Order sent by the Enterprise in the manner established by clause 3.10. hereof.

3.12. The amount payable based on the Confirmation Order shall be indicated by the Enterprise in the Confirmation Order in the national currency of the Republic of Kazakhstan.

3.13. Transfer of money in favor of the Enterprise on payments for delivered Goods or the Bank shall make rendered Services to the Account of the Enterprise subject to the terms and conditions hereof.

3.14. The Bank shall form for the Enterprise the Register of Operations for the previous day (previous days, if it was a weekend or a holiday) with indication of the fee amount charged by the Bank. The Register of Operations shall be available for downloading by the Enterprise in the Personal Office or shall be provided upon the request of the Enterprise in case of inability to download the Register through My Profile, when the Enterprise executes an application for receiving the report in accordance with Annex 4 hereto. The Bank shall form the Register if there is at least one Operation for one calendar day.

3.15. Information exchange between the Parties using Electronic Documents shall be carried out via communication channels and addresses additionally agreed upon by the Parties.

4. Order cancellation

4.1. If the Cardholder cancels the Order within the terms established on the Internet resource for the possibility of such cancellation, the Enterprise initiates the Order cancellation through the Payment Monitoring System of the Authorization Server, or by sending an Electronic Document through API integration, but not later than the Enterprise sends a Confirmation Order to the Bank.

4.2. Upon cancellation of the Order in accordance with clause 4.1. hereof. The Issuing Bank shall make a refund to the card account of the Cardholder.

4.3. The terms for potential cancellation of the Order on the Internet resource shall be established by agreement of the Parties.

4.4. If the Enterprise forms a refund to the Cardholder, written off from its card account in payment for Goods or Services, the refund is made at the expense of the Enterprise and in case of insufficiency; the Enterprise makes a replenishment of the account through Onlinebank HALYK system. Money refund to the Cardholder on the refund operation is carried out by the Enterprise independently without the participation of the Bank.

5. Mutual settlements of the Parties, procedure of payment for the Bank's services

5.1. The Bank's tariffs for Internet acquiring service are available for the Enterprise in all branches of the Bank and on the Internet resource of the Bank at the address: www.halykbank.kz.

5.2. The amount of fee charged by the Bank from the Enterprise for services on transferring money from the Cardholder's card account to the Enterprise's account on the Operations made by the Cardholders when purchasing Goods or Services, and the terms of money transfer are specified in the Agreement to the Accession Agreement.

5.3. Payment of the Bank's commission fee in accordance with clause 5.2. hereof shall be made by deducting the amount of such fee by the Bank from the amount of money transferred to the Enterprise based on the Confirmation Order. In this case, the Enterprise receives the payment amount minus the Bank's fee.

5.4. The Enterprise shall be set a limit of Operations (the "Daily Limit"), the amount of which shall be specified in the Agreement. If the total amount of Operations, for which the request for Authorization is sent by the Enterprise to the Bank in accordance with clause 3.4 hereof, on any single calendar day exceeds the Daily Limit, the Bank shall refuse to provide Authorization for such Operations and the said Operations shall not be performed.

5.5. Transfer of money for the operations performed during joint service of the product "Goods on credit/in installments" shall be performed in accordance with the Terms and Conditions of Joint Service.

5.6. The Enterprise agrees that the amounts of the Tariffs for payment for the Bank's services hereunder may be changed, including upwards, an unlimited number of times.

The Enterprise also agrees that the Bank is entitled to amend the Tariffs unilaterally by introducing new Tariffs for new products/services of the Bank.

The Bank informs the Enterprise about changes to the Tariffs by posting information on the Bank's Internet resource at www.halykbank.kz, and about changes to the Tariffs specified in the Agreement, Terms of Joint Service, if the Enterprise has joined the Terms of Joint Service, by sending a notice to the Enterprise not later than 10 (ten) calendar days prior to their implementation, using one or more of the following methods:

- by means of electronic communication by sending an e-mail to the e-mail address of the Enterprise specified herein;
- by sending a letter to the Enterprise's address specified herein;
- by using Onlinebank HALYK system.

If within the term specified in the Bank's notification the Enterprise does not apply to the Bank with a written application on refusal to accept the changed Tariffs, the Tariffs shall be deemed accepted by the Enterprise.

6. Chargeback/Dispute, refund to the Cardholder

6.1. If the Bank receives (or initiates, if the Bank is the issuing Bank) a Chargeback/Dispute, the Bank shall make a written request (on paper or in electronic form) to the Enterprise to provide the Bank with the documents confirming the fulfillment of obligations on delivery of Goods or rendering of Services (the list of these documents is specified in Annex 1 hereto).

6.2. The Enterprise shall submit to the Bank the documents requested in accordance with clause 6.1. hereof within 5 (five) business days after the Bank has sent the request for such submission.

6.3. If the Enterprise does not have the documents required for submitting to the Bank in accordance with clauses 6.1., 6.2. hereof, or in case of failure to submit them within the term specified in clauses 6.2. hereof or in case the Enterprise agrees with the fact of non-fulfillment or improper fulfillment of its obligations to the Cardholder, or in case the Operation is indisputably recognized by the IPS as fraudulent and the Bank is assigned appropriate sanctions by the IPS, the Bank shall refund the amount of the paid Order to be returned to the Cardholder at the expense of the Enterprise. The Enterprise hereby expresses its consent for the Bank to withhold the amount of the paid Order, to return the amount to the Cardholder, at the expense of the money to be transferred to the Account of the Enterprise based on payments in favor of the Enterprise.

There is no refund of the Bank's fee on operations for which Chargeback/Dispute has been invoiced.

If within 10 (ten) calendar days the Bank is unable to withhold the amount of the paid Order in accordance with the procedure stipulated in clauses 6.3., 6.12. of the Accession Agreement due to the absence of payments in favor of the Enterprise, or if the amount of payments in favor of the Enterprise is insufficient for such withholding, or if the amount of money in the Enterprise's Account is insufficient for

withholding due to the execution of third party instructions to the Enterprise's Account, the Bank may, having previously notified the Enterprise:

- debit the amount of the paid Order by direct debit of any bank accounts of the Enterprise opened with the Bank, including the Enterprise Account, using a payment order, and/or
- make payment requests to bank accounts of the Enterprise opened in any other banks and organizations, carrying out certain types of banking operations in the Republic of Kazakhstan or abroad.

The Enterprise represented by its authorized persons hereby gives its consent to the Bank to withdraw money by direct debiting of the Enterprise's bank accounts opened with the Bank using the payment order in cases, procedure and amounts stipulated by the Accession Agreement.

6.4. Within 1 (one) working day after the expiration of the term established by clause 6.4 hereof, the Enterprise shall ensure the availability on the Enterprise Account of the amount of money sufficient to fulfill its obligations to return to the Bank the amount of the paid Order or the amount returned by the Bank to the Cardholder in accordance with the instruction of the Enterprise.

6.5. Crediting by the Bank to the Enterprise Account of money on Operations does not mean final and indisputable recognition of authorization of such Operations. Such Operations may be recognized as unauthorized in accordance with the laws of the Republic of Kazakhstan, the Agreement and IPS rules. The Enterprise hereby assumes all risks associated with the potential recognition of the Operation as fraudulent and undertakes, in case of receipt (or initiation, if the Bank is the issuing Bank) by the Bank of Chargeback/Dispute, to unconditionally return the money transferred from the Cardholder's card account in payment for the Order or returned by the Bank to the Cardholder as instructed by the Enterprise.

6.6. The Issuing Bank shall initiate Chargeback/Dispute in case of receipt by the Issuing Bank of a written application of the Cardholder, from whose card account the payment for the Order was made, about improper fulfillment by the Enterprise of its obligations to supply the Goods or render the Services paid hereunder, or about illegal debiting of money from the card account of the Cardholder in payment for the Goods or Services hereunder.

6.7. In case, if the Bank's implementation of withholding / withdrawal (write-off) of amounts in the order established hereunder, it turns out that the currency of the amount withheld / withdrawn (written off) from the bank accounts of the Enterprise will not correspond to the currency of the amount of the return made by the Bank, the Bank shall convert the amounts of money to be withheld/withdrawn from the accounts of the Enterprise, in the currency of the amount returned to the Cardholder, at the rate of sale/purchase/accounting (at the option of the Bank) of any of these currencies, established by the Bank, effective on the day of the operation.

6.8. In case the Bank identifies Operations, the authorization of which causes the Bank's suspicions, the Bank is entitled to suspend crediting of funds to the Enterprise Account for such Operations. Suspension of crediting of funds shall be carried out for the period of investigation of authorization of Operations, but not more than 180 (one hundred and eighty) calendar days from the date of the Operation

6.9. If the IPS recognizes that the Operations are unauthorized, before the Bank is sanctioned by the IPS in accordance with clause 6.3. hereof, the Bank is entitled to withdraw (write off) the amounts of unauthorized Operations in order to ensure performance of the obligations of the Enterprise provided by clause 6.6 hereof in accordance with the procedure established by clause 6.4 hereof.

The amounts of the Operations written off by the Bank from the Account of the Enterprise in accordance herewith shall be accounted for in the Bank's accounts within the terms stipulated by the requirements of the IPS for imposing sanctions on the Operations.

If such sanctions are imposed before the expiry of the terms stipulated by the IPS requirements for imposing sanctions on Operations, the Bank shall reimburse the IPS for the amounts of unauthorized Operations at the expense of the funds withheld from the Enterprise Account in accordance herewith, and shall exercise its other rights and obligations hereunder.

If, upon expiration of the time limits provided by the requirements of the IPS for imposing sanctions on Operations, such sanctions are not imposed on the Bank, or if the IPS recognizes the sanctioning of Operations for which amounts are withheld by the Bank in accordance herewith, the Bank shall return the withheld funds to the Enterprise Account or another current account of the Enterprise.

6.10. If the amount of Chargeback/Dispute exceeds 1% (one percent) of the amount of all Operations of the Enterprise within each payment system separately for one month preceding the date of exceeding the specified percentage ratio, the Bank may suspend the processing of Operations (including crediting of money to the Enterprise's Account) for up to 180 (one hundred and eighty) calendar days, having previously notified the Enterprise.

6.11. If the Bank receives a written instruction of the Enterprise to return to the Cardholder the money debited from his card account in payment for the Goods or Services specified in the instruction of the Enterprise to the card account of the Cardholder, the Bank shall withhold this amount at the expense of the money to be transferred to the Enterprise's Account on the basis of payments in favor of the Enterprise. The Enterprise hereby expresses its consent to withholding by the Bank the amount returned by the Bank to the Cardholder in accordance with the instruction of the Enterprise at the expense of the money to be transferred to the Enterprise Account on the basis of payments in favor of the Enterprise.

6.12. If the Bank receives a Chargeback/Dispute for an untimely processed Operation (which was confirmed/written later than 3 days from the date of payment by the Cardholder), the Chargeback/Dispute cannot be disputed and according to the rules of the IPS, in such case the Bank, at the expense of the Enterprise returns the amount of the paid Order to the issuing Bank, with a notice to the Enterprise in electronic form.

7. Rights and obligations of the Parties

7.1. The Bank shall:

7.1.1. within 20 (twenty) calendar days from the date of the Enterprise's accession to the Accession Agreement, subject to elimination and absence of comments from the Bank, to connect the Organization to the CPS, provide the Organization with a certificate, and issue a password for access to the Payment Monitoring System;

7.1.2. within the term established by the Agreement to transfer money from the Cardholder's Card Account to the Enterprise's Account according to such Confirmation Order, less the Bank's fee established by the Agreement, except for cases stipulated by the Accession Agreement;

7.1.3. ensure round-the-clock functioning of technical systems and structural subdivisions of the Bank, over which the Bank has direct control, intended for Authorization of payments using the Card;

7.1.4. ensure the security of the passage of information received by the Bank from the Cardholder in accordance with the Accession Agreement, by protecting this information with SSL Protocol;

7.1.5. if, in accordance with the Agreement, the Enterprise accepts for payment only Cards, Operations for which via the Internet are made using 3D Secure technology, to ensure Authorization of Operations using 3D Secure technology.

7.2. The Bank may:

7.2.1. monitor the external part of the Internet resource in order to check whether the Enterprise complies with the conditions of proper design of the Internet resource in accordance with Annex 1 hereto, the IPS Rules and PCI DSS Standards, which are an integral part thereof. The Bank may also at any time at its own discretion inspect the Enterprise with physical visits to the premises and subdivisions of the Enterprise responsible for fulfillment by the Enterprise of its obligations hereunder, as well as request information and documents related to the direction of the Enterprise's activities

7.2.2. request from the Enterprise to provide security for fulfillment of obligations hereunder by the Enterprise, in particular, for repayment of the Chargeback/Dispute amount to the Bank. At the discretion of the Bank, a pledge of money in the form of a mortgage may be used as security. In this case the money shall be deposited with the Bank;

7.2.3. unilaterally disconnect the authorization server with prior notice to the Enterprise:

- in case the Enterprise violates the terms and conditions hereof;
- in case of carrying out activities that may damage the reputation of the Bank and IPS;
- in case of provision of unreliable information to the Bank;
- in case of receiving negative information about the Internet resource/Enterprise from the IPS;
- in case of receiving information about suspicious fraudulent Operations on the Internet resource of the Enterprise;
- in case of inconsistency of the Goods or Services offered to the Cardholders with the Enterprise's line of business specified in the application form;
- in case of absence of PCI DSS certificate or untimely submission of PCI DSS certificate, if the Enterprise processes Card data;
- other.

The Bank may disconnect the Authorization server without prior notice to the Enterprise in the following cases:

- in case of detection of goods prohibited by the legislation of the Republic of Kazakhstan in the assortment of the Enterprise, including goods included by certain states and/or international organizations in the list of prohibited goods or services;
- in case of discovery that the goods sold by the Enterprise are used (exported/imported) in violation of/bypassing international economic sanctions¹;
- in case of identification of unusual/suspicious transactions aimed at legalization (laundering) of proceeds of crime and financing of terrorism, as well as transactions subject to international economic sanctions or aimed at evasion of international economic sanctions;
- in case the Bank suspects that the Bank is used for the purposes of money laundering and terrorism financing, as well as for the purposes of violation/avoidance of international economic sanctions;
- in case the Bank reveals incorrect use of the MCC code by the Enterprise, as well as classification of goods/services rendered by the Enterprise that does not correspond to the type of its activity;
- in case of termination of work of the Internet resource of the Enterprise for more than 3 (three) months in a row;
- in case of absence of Operations made on the Internet resource of the Enterprise for more than 3 (three) months in a row;
- in case stipulated in subclause 7.3.36. hereof;
- on the grounds stipulated by the current legislation of the Republic of Kazakhstan and IPS rules;

7.2.4. terminate the certificate (Authorization Server) of the Enterprise in case of forthcoming liquidation, reorganization of the Enterprise;

7.2.5. all expenses related to registration, certification and confirmation in the IPS shall be borne by the Enterprise;

7.2.6. invoice the Enterprise for fines and other deductions caused by violation of the IPS Rules, anti-money laundering and combating financing of terrorism legislation, violation of international economic sanctions, as well as expenses incurred by the Bank for registration of the Enterprise, etc. Letters from the IPS and the Bank, including those received via e-mail, indicating violations of the IPS Rules resulting in fines and other withholdings will be sufficient grounds for invoicing the Enterprise;

7.2.7. request from the Enterprise the documents confirming the fulfillment of obligations by the Enterprise to deliver Goods or render Services in case of receipt (or initiation, if the Bank is the Issuing Bank) by the Bank of Chargeback/Dispute;

¹ Coercive measures of a political, diplomatic or economic nature imposed by an international organization, the government of a foreign state or an authorized governmental body of a foreign state, imposing a partial or total ban on trade, financial and other operations/payments/transfers with the sanctioned individuals or entities, state/territory and/or its residents

7.2.8. for the Operations specified in Section 6 hereof, withhold the amounts of such Operations from the money transferred by the Bank to the Enterprise for the sold Goods or rendered Services. If the deducted amount of such Operations exceeds the amount of money transferred by the Bank to the Enterprise for the sold Goods or rendered Services, to recover the respective missing amount from the Enterprise in accordance with the procedure specified in Section 6 hereof;

7.2.9. not to transfer money in accordance with the Accession Agreement to the Enterprise's Account in case of detection by the Bank of Operations that are unauthorized in accordance with the legislation of the Republic of Kazakhstan, or made with violation by the Enterprise of the terms and conditions of the Accession Agreement and annexes thereto, or in case of suspicion in the process of studying Operations that such operations are made for the purpose of anti-money laundering and combating the financing of terrorism or in violation/evasion of international economic sanctions

7.2.10. not to transfer money to the Enterprise's Account until the moment of full repayment of the amount due under the repayable Operation;

7.2.11. not to transfer money for the Operations, which the Bank has determined as fraudulent actions on the part of the Enterprise's personnel;

7.2.12. not to transfer money on Operations that have been challenged and/or written off from the Bank's Account by the Issuing Bank in accordance with the IPS rules;

7.2.13. not to transfer money for the Operations previously transferred to the Enterprise Account, declared in the IPS databases as fraudulent;

7.2.14. deduct from any payments made in favor of the Enterprise, before crediting money to the Enterprise's Account, with prior notice to the Enterprise, in accordance with the terms and conditions hereof, the amounts of sanctions, fines and other losses incurred by the Bank as a result of the application of penalties to it in accordance with the IPS rules, as well as in connection with the use by the Enterprise of a code that does not correspond to the MCC code for the type of its activity and/or classification of goods/services provided by the Enterprise and/or arising as a result of violation by the Enterprise of the legislation on anti-money laundering and combating the financing of terrorism and/or related to the violation/evasion of the Enterprise from the requirements established by international economic sanctions;

7.2.15. withhold erroneously transferred money to the Enterprise's Account;

7.2.16. in accordance with the procedure established by the legislation of the Republic of Kazakhstan, to request from the Enterprise to provide documents and information provided for by the legislation of the Republic of Kazakhstan in order to verify compliance with the legislation of the transactions conducted by the Enterprise;

7.2.17. request the Enterprise (its representative) to provide information and documents necessary for identification of the Enterprise (its representative), identification of the beneficial owner, as well as to provide information on tax residency, type of activity and source of financing of the operations;

7.2.18. request from the Enterprise (its representative) to provide other information and documents necessary for the purposes of proper execution by the Bank of the legislation of the Republic of Kazakhstan and/or internal regulatory documents and procedures of the Bank on anti-money laundering and combating financing of terrorism and (or) within the framework of execution of requirements established by international economic sanctions¹;

7.2.19. not to transfer money in accordance with the Accession Agreement to the Enterprise's Account in case the Enterprise violates the terms and conditions stipulated in sub-clauses 7.3.11, 7.3.12, 7.3.13 hereof;

7.2.20. unilaterally set a ban/block in the list of authorized countries for the Operations;

7.2.21. transfer its rights and/or obligations (fully or partially) hereunder to a third party licensed or otherwise authorized by the IPS, without obtaining additional consent of the Enterprise for such transfer of

¹ Coercive measures of a political, diplomatic or economic nature imposed by an international organization, the government of a foreign state or an authorized governmental body of a foreign state, imposing a partial or total ban on trade, financial and other operations/payments/transfers with the sanctioned individuals or entities, state/territory and/or its residents

rights and/or obligations, subject to prior written notice by the Bank to the Enterprise at least 15 (fifteen) business days prior to such transfer. The Enterprise hereby unconditionally authorizes the Bank to transfer its rights and/or obligations hereunder to any third party in accordance with the procedure and on the terms and conditions stipulated by this sub-clause hereof. By acceding hereto, the Enterprise represented by its authorized persons gives the Bank its formal written consent to disclosure of the bank secrecy protected by law and information provided by the Parties to each other in connection with execution of this Agreement to third parties to whom the Bank transfers its rights and/or obligations under this sub-clause hereof;

7.2.22. refuse the Enterprise or suspend execution of its instruction in cases stipulated by the AML/CFT Law, international economic sanctions, the Law of the Republic of Kazakhstan “On Payments and Payment Systems” or international treaties ratified by the Republic of Kazakhstan or stipulated by agreements with non-resident banks of the Republic of Kazakhstan;

7.2.23. refuse to carry out the Operation in case of detection of unusual/suspicious transactions aimed at legalization (laundering) of proceeds of crime and financing of terrorism, as well as a transaction subject to international economic sanctions or aimed at evasion of international economic sanctions;

7.2.24. refuse to perform an Operation if the Bank suspects that the Bank is used for the purposes of legalization (laundering) of proceeds of crime and terrorism financing, as well as for the purposes of violating/avoiding the requirements of international economic sanctions;

7.2.25. suspend execution of debit operations on the Enterprise's Account in case of suspicion that such operations are made for the purpose of legalization (laundering) of proceeds of crime and terrorism financing, as well as for the purpose of violation/avoidance of international economic sanctions;

7.2.26. terminate business relations with the Enterprise by unilateral withdrawal from the Accession Agreement in cases:

- provided by the Law of the Republic of Kazakhstan “On Payments and Payment Systems” and AML/CFT Law;
- impossibility to take measures on due diligence of the Enterprise, stipulated by the legislation of the Republic of Kazakhstan and internal regulatory documents of the Bank;
- if in the course of business cooperation the Bank has grounds to believe that business relations with the Bank are used in violation of the anti-money laundering and anti-terrorism financing legislation;
- if the Enterprise violates the requirements of international economic sanctions;
- if the Bank becomes aware of the Enterprise's intentions to violate the requirements of international economic sanctions;
- if in the course of business cooperation the Bank suspects that business relations with the Bank are used for the purposes of legalization (laundering) of proceeds of crime, financing of terrorism and financing of proliferation of weapons of mass destruction, as well as in violation/avoidance of international economic sanctions;
- repeated refusals to conduct debit operations on the bank account or suspension of all transactions on the Enterprise's bank accounts;
- if the Enterprise, its affiliates, beneficial owners are included in the list of persons subject to international economic sanctions, including in cases when establishment/continuation of business relations may entail application of restrictions and (or) sanctions to the Bank;
- international economic sanctions, the effect of which directly or indirectly applies to the Enterprise and (or) its affiliates, beneficial owners, imposed in accordance with the jurisdiction of any country (e.g. USA¹, EU², UK³, etc.) or international organization (including, but not limited to, FATF⁴, UN⁵, others);

¹ United States of America

² European Union

³ United Kingdom of Great Britain and Northern Ireland

⁴ Financial Action Task Force on Money Laundering

⁵ United Nations

- stipulated by the Bank's internal regulatory documents and procedures on legalization (laundering) of proceeds of crime, financing of terrorism and financing of proliferation of weapons of mass destruction, on international economic sanctions;

- if the Bank identifies incorrect use by the Enterprise of the MCC code(s), as well as non-compliant with the type of its activity, classification of goods/services provided by the Enterprise;

- if the Bank repeatedly receives complaints of Cardholders about the work of the Enterprise, including after preliminary consideration of complaints by the Enterprise;

- in other cases stipulated by the legislation of the Republic of Kazakhstan, IPS Rules, terms and conditions of sanctions, international documents;

7.2.27. The Bank shall be entitled to cancel the Agreement in case of revocation of any of the personal data consents provided to the Bank, contestation of their validity by anyone, invalidation of any of the personal data consents provided to the Bank, impossibility for the Bank to use the personal data of personal data subjects provided to the Bank (including as a result of their destruction, blocking, depersonalization, etc.), application of measures to the Bank for violation of the legislation on personal data.

In case of refusal to execute the Agreement, the Bank does not bear/shall not bear any responsibility for losses, damages of the Enterprise, Cardholder, caused in connection with the Bank's refusal to execute the Agreement;

7.2.28. if under the Accession Agreement with the Enterprise there is an unclaimed amount of money under the Operations, write it off to income upon expiration of 180 (one hundred and eighty) calendar days from the date of its formation;

7.2.29. in case the Bank reveals unauthorized connection to the device, and/or the fact of using the device by an unauthorized enterprise, and/or payment for Goods and/or Services not provided by the Agreement, the Bank shall immediately block the terminal with the subsequent collection of the amounts from the Enterprise within the framework of violation of the IPS requirement, in the amount provided by the IPS. In this case, the Accession Agreement with the Enterprise shall be terminated and the Enterprise shall be entered into the IPS System as an unreliable Enterprise with refusal to provide services in any banks of the world in the future;

7.2.30. If fraudulent Operations are suspected, the Bank shall be entitled to unilaterally take the below actions, with prior notification of the Enterprise within 3 (three) calendar days from the date of such actions:

- block the Enterprise's device until all circumstances are clarified;
- change the limit amount;
- change the period of money crediting;
- set country restrictions in the list of allowed countries;
- set restrictions on Cards;
- enable 3D Secure, in case it is disabled;

7.2.31. write off from the Enterprise Account the amount of actually incurred losses resulting from 3D Secure deactivation at the Enterprise's request;

7.2.32. unilaterally amend this Accession Agreement, including the Tariffs, in accordance with the procedure set forth herein;

7.2.33. send any information materials (including notices) to the Enterprise by the details provided by the Enterprise (including postal address, e-mail address, landline or cell phone, etc.) specified in the Application or other documents sent to the Bank and/or by posting information on the Bank's website;

7.2.34. If the Bank develops new services or additional services to improve the work within the framework of Internet acquiring, for which there is a standard tariff available on the official website of the Bank, or is not available at all or is equal to the current tariffs, and if the tariff for this service or additional service is lower/higher than the tariffs in force at the time of signing this Accession Agreement, the Bank shall be entitled to unilaterally connect such services or additional services without the need to conclude addendums with the Bank.

7.2.35. The Enterprise agrees that placement of information on new services and additional services of the Bank is a sufficient basis for connection of these services, additional services, which are not subject to any modifications by the Enterprise or will be insignificant;

7.2.36. The Bank shall be entitled to amend the list of documents required for providing services, making transactions, if required by the legislation of the Republic of Kazakhstan and/or internal documents of the Bank hereunder without any additional consent of the Enterprise. The Enterprise hereby expresses its consent and shall provide them in accordance with the list specified by the Bank.

7.3. The Enterprise shall:

7.3.1. at the request of the Bank, provide information and documents necessary for identification of the Enterprise (its representative), identification of the beneficial owner, as well as information on tax residency, type of activity and other documents, information for the purpose of proper execution by the Bank of the legislation of the Republic of Kazakhstan and/or internal regulatory documents and procedures of the Bank on anti-money laundering and combating the financing of terrorism and (or) within the framework of fulfillment of the requirements established by the international sanctions

7.3.2. correctly use the MCC code(s) according to the classification of goods/services rendered by the Enterprise by the type of its activity;

7.3.3. maintain the minimum amount of irreducible balance on the bank account of the Enterprise opened with the Bank;

7.3.4. design the Internet resource in accordance with the requirements of the legislation of the Republic of Kazakhstan, IPS Rules and Annex 1 hereto;

7.3.5. in case of work on a 2-step payment scheme (with preliminary holding of the amount on the Card), provide the Bank with the Confirmation Order not later than 3 (three) business days from the date of Authorization, having processed the Operations in my Account "Epay" upon payment for the Goods/Services;

7.3.6. in case of violation of payment processing terms and payment confirmation (debit) later than 3 (three) business days from the date of Authorization, the liability for damages, in case of Chargeback/Dispute, lies on the Enterprise;

7.3.7. in case of an error in making a refund, check the correctness of the data and send a request to the Bank to investigate and eliminate the cause of the error;

7.3.8. perform daily accounting of Operations. In case of discrepancy between the amounts credited by the Bank and the actual amounts due to the Enterprise under the Operations, notify the Bank of such discrepancy within 3 (three) business days from the date of the Operation;

7.3.9. keep the information about the Order and documents confirming the right to pay for the Orders for 5 years;

7.3.10. not to transfer and not to disclose the information about the Cardholder, which became known to the Enterprise due to the performance of the Agreement, as well as not to save in any form/species the Card details, including, but not limited to: the full number of the Card, security codes and other details, which became known to the Enterprise from the Cardholder due to the delivery of Goods or provision of the Service

7.3.11. provide the Bank with supporting documents on delivery of Goods or rendering of Services upon the first written request of the Bank within the terms stipulated herein;

7.3.12. reimburse the Bank for the fines and other deductions invoiced to the Enterprise caused by violation of the IPS Rules, as well as the Bank's expenses for registration of the Enterprise, etc. Letters of the IPS and the Bank, including those received by e-mail, indicating the violation of the IPS Rules resulting in fines and other withholdings shall be sufficient grounds for invoicing the Enterprise;

7.3.13. at the request of the Bank, provide security for fulfillment of obligations hereunder by the Enterprise, in particular, for payment of the amount of accounts receivable, Chargeback/Dispute and other

amounts to the Bank. At the request of the Bank, pledge money as a security on the terms of pledge. The money shall be deposited with the Bank;

7.3.14. establish the range of the Enterprise's employees authorized to have access to the information on Orders and other Electronic Documents, having acquainted the responsible personnel of the Enterprise with the terms and obligations hereunder;

7.3.15. unconditionally pay to the Bank the fee in the amount set forth in the Agreement and in accordance with the procedure set forth in clause 5.3 of the Accession Agreement

7.3.16. place on the Internet resource, in prominent places provided by the Bank informational materials informing Cardholders about the possibility to pay for Goods or services using Cards;

7.3.17. in order to prevent the possibility of causing losses to the Bank, inform the Bank in writing within 3 (three) business days of taking decisions/actions of restrictive nature by the authorized bodies in respect of the Enterprise, such as:

- forced reorganization or liquidation of the Enterprise;
- suspension of expenditure operations on any bank accounts of the Enterprise;
- seizure of money and/or other property of the Enterprise;
- other decisions or actions in accordance with the legislation of the Republic of Kazakhstan;

7.3.18. not to conclude transactions with Cardholders hereunder, requiring in accordance with the currency legislation of the Republic of Kazakhstan to obtain and provide a registration certificate, or information on the assignment of an accounting number to the currency agreement, as well as to comply with the requirements of the currency legislation of the Republic of Kazakhstan when concluding transactions with Cardholders who are non-residents of the Republic of Kazakhstan, not to accept payments for the equivalent of more than USD 10,000 (ten thousand) at the market exchange rate

7.3.19. upon the Bank's request, provide the Bank with the documents set forth in clauses 7.2.16, 7.3.1 of the Accession Agreement

7.3.20. inform the Bank in writing about all amendments to the documents submitted upon conclusion hereof, as well as in case of change of the management, telephone numbers, e-mail addresses, legal/actual addresses, bank details, constituent documents and other information provided by the Enterprise to the Bank within 3 (three) business days from the date of such amendments;

7.3.21. fulfill other terms and conditions of the Accession Agreement;

7.3.22. independently learn and ensure compliance of the Enterprise with the Rules and requirements of the IPS, as well as the requirements of the PCI DSS standard. Description of PCI DSS programs is available at <https://www.pcisecuritystandards.org/merchants/>;

7.3.23. within 5 (five) business days from the date of receipt of the request, submit to the Bank the documents confirming the Enterprise's compliance with the PCI DSS standard (including quarterly and annual results of certified audits, as well as the member's questionnaire on compliance with the PCI DSS standard);

7.3.24. independently resolve the claims of the Cardholder for the return of money paid for the returned Goods, in case of refusal of the Cardholder to receive low-quality and/or incomplete Goods, and/or Goods that do not meet the stated characteristics or description, or if the Goods are not delivered in due time, without involving the Bank in the return procedure, unless otherwise established by agreement of the Parties;

7.3.25. if the conclusion hereof between the Bank and the Enterprise was facilitated by a commercial representative, the Enterprise hereby grants the Bank the right to transfer to such commercial representative the information on the number of Operations performed by the Enterprise hereunder in accordance with the procedure established by the contractual relations between the Bank and the commercial representative. The condition stipulated by this clause hereof shall be the consent of the Enterprise stipulated by the legislation of the Republic of Kazakhstan to disclosure of confidential information, including information constituting bank secrecy, within the framework and on the terms and conditions defined by this sub-clause hereof;

7.3.26. inform the Bank (by mail/e-mail) about the intention to change the type of activity, domain addresses of the Enterprise, location address/actual/e-mail address of the Enterprise, bank details and other changes related to cooperation hereunder . The Enterprise shall send to the Bank information containing new data on the type of activity, domain addresses of the Enterprises, location/actual/e-mail addresses of the Enterprises, bank details and other changes related to cooperation hereunder not later than 5 (five) calendar days prior to introduction of the said changes;

7.3.27. comply with the requirements of international economic sanctions;

7.3.28. not to perform operations prohibited by international economic sanctions;

7.3.29. not to act directly/indirectly on behalf of and in favor of cardholders/counterparties (their subsidiaries, branches, representative offices of the group/conglomerate, etc.), which are subject to international economic sanctions;

7.3.30. notify the Bank immediately (within one business day following the day when the Enterprise became aware) in case of sanctions against the Enterprise and (or) its affiliates, beneficial owners imposed in accordance with the jurisdiction of any country (e.g. USA, EU, UK) and/or international organization, including but not limited to FATF and UN;

7.3.31. fully comply with the requirements of the AML/CFT Law imposed on the subjects of financial monitoring, including, but not limited to, providing information on operations subject to financial monitoring, proper verification of settlement participants (their representatives) and beneficial owners, taking measures to freeze operations with money and (or) other property, refusal to establish business relations and conduct transactions with money and (or) other property, and suspension of operations subject to financial monitoring

7.3.32. in its activities to comply with the requirements of international economic sanctions, international standards and legislation on combating legalization (laundering) of proceeds of crime, financing of terrorism and financing of proliferation of weapons of mass destruction;

7.3.33. if the Enterprise, whose activity according to the classification defined by the IPS is categorized as high risk / marketplace or other types of activities subject to registration with the IPS, reimburse to the Bank the additional amount billed to the Bank for registration with the IPS in accordance with the requirement of the IPS. The Enterprise hereby expresses its consent for the Bank to withhold the amount for registration in the IPS at the expense of the money on the bank account of the Enterprise opened with the Bank. If the amount required for registration in IPS is not available on the bank account of the Enterprise opened with the Bank, the Bank shall not connect the Enterprise to the Bank's acquiring network until the payment is made, or terminate the Accession Agreement;

7.3.34. quarterly within 5 (five) business days to provide the Bank with information on the sellers of the Enterprise at the request of the Bank, if the activities of the Enterprise according to the classification determined by the IPS, refers to the category of Marketplace (marketplace). At that, if the IPS Rules provide for payment for traffic on foreign sellers of the Enterprise - Marketplace, to reimburse the Bank for these expenses in accordance with the IPS requirement. The Enterprise hereby expresses its consent for the Bank to withhold the amount for foreign traffic of the Enterprise-Marketplace at the expense of money on the bank account of the Enterprise opened with the Bank;

7.3.35. independently reconcile the operations in the My Account Epay of the Enterprise on a regular basis, but not less than once a month;

7.3.36. in case of a request to disconnect 3D Secure, bear all financial losses incurred as a result of 3D Secure disconnection;

7.3.37. coordinate with the Bank the electronic versions of IPS logos, information on payment methods, as well as advertising materials of the Enterprise, in which logos and information on the Bank's products/services are used, placed in the Internet resource;

7.3.38. ensure safe storage of the credentials (terminal code, crypto keys, as well as login and password) provided by the Bank for access to the Bank's Authorization server "Epay" and My Account. All

actions performed using the credentials of the Enterprise, including actions performed through the use of the My Account, shall be recognized as performed by the Enterprise;

7.3.39. notify Cardholders/ about the need to keep a copy of the check confirming the Payment Operation;

7.3.40. establish a ban and not to sell on the Internet resource of the Enterprise sanctioned goods and services with delivery to the Russian Federation;

7.3.41. not to carry out sales on the Internet resource of the Enterprise with payment-by-payment cards of MIR IPS and cards issued by sanctioned banks.

7.4. The Enterprise may:

7.4.1. demand from the Bank to execute the Confirmation Order within the terms established by the Agreement;

7.4.2. receive the Enterprise Certificate from the Bank in accordance with the Accession Agreement;

7.4.3. receive statements/registers on the Operations performed;

7.4.4. get access to the Payment Monitoring System to manage payments and receive statements/registers on the Operations performed;

7.4.5. accede to the Terms and conditions of Joint Service together with accession to the Agreement or after accession to the Agreement;

7.4.6. accede to the Terms and conditions of Joint Service together with accession or after accession to the Accession Agreement;

7.4.7. demand from the Bank proper fulfillment of obligations hereunder.

7.4.8. The Parties shall also exercise other rights; fulfill other obligations stipulated by the legislation of the Republic of Kazakhstan, the Accession Agreement.

8. Confidentiality

8.1. Information provided by the Parties to each other in connection with execution hereof is strictly confidential and may not be disclosed without prior written consent of the other Party.

8.2. It is not a disclosure of confidential information to provide such information at the request of competent state authorities authorized in accordance with the legislation of the Republic of Kazakhstan to require the Parties to provide information related to confidential information.

8.3. The Bank may use the name (legal and trade)/trademark/logo of the Enterprise, as well as its contact details (telephone numbers, addresses, including website addresses), intended for communication with cardholders, in any of its publications and advertising materials, when such use is reasonable in the opinion of the Bank, without additional consent of the Enterprise. By acceding hereto, the Enterprise, represented by its authorized persons, gives its formal written consent to the Bank to use the name/trade mark/logo/contact details of the Enterprise in any of its publications and advertising materials.

8.4. The Enterprise shall:

8.4.1. take all necessary measures to ensure the appropriate level of compliance with the Bank's information security;

8.4.2. exclude the possibility of third parties' access to the Bank's information assets;

8.4.3. not to take any actions that may result in violation of the Bank's information security, as well as failures in operation of information systems and violations of their security caused by actions/inaction of the Enterprise and/or interference of third parties;

8.4.4. be responsible, in particular, for violation of information security of the Bank, as well as failures in operation of the Bank's information systems and violations of their security, caused by actions/inaction of the Enterprise and/or interference of third parties and resulting in the following events: loss of information constituting bank secret, commercial secret of the Bank and other legally protected information; distortion of protected information - unauthorized modification, forgery; information leakage - unauthorized introduction of protected information to unauthorized persons (unauthorized access, copying, theft, etc.); unauthorized use of information resources (abuse, fraud, etc.); inaccessibility of information as a

result of its blocking, failure and malfunction of equipment or programs, disorganization of the functioning of operating systems of workstations, servers, active network equipment, database management systems, distributed computer networks, impact of viruses and etc.;

8.4.5. reimburse in full, upon a reasonable request of the Bank, if incurred by the Bank, including as a result of interference of third parties, losses related to (but not limited to): leakage, disclosure or unauthorized modification of protected information; destruction and subsequent restoration of lost information; unauthorized actions in the Bank's information resources; disorganization of the Bank's activities, impossibility to fulfill its obligations; damage to the Bank's reputation.

9. Responsibility of the Parties

9.1. The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations hereunder in accordance with the current legislation of the Republic of Kazakhstan and the terms and conditions hereof.

9.2. The Enterprise shall be liable:

9.2.1. for the actions of its employees, which resulted in violation of the provisions hereof and annexes thereto, to the full extent of losses caused to the Bank;

9.2.2. for lawfulness of submission of Confirmation Orders for payment;

9.2.3. for violation of terms for submission of documents in accordance with clause 6.2. hereof;

9.2.4. for non-fulfillment of sub-clause 7.3.6. hereof in the form of payment of penalties in the amount of 0.01% of the amount not transferred for each calendar day of delay, but not more than 5% of the amount not transferred;

9.2.5. for violation of any obligation stipulated in sub-clauses 7.2.31, 7.3.31. - 7.3.32. hereof, in the form of a fine upon written request of the Bank in the amount of 10% of the average monthly turnover for the quarter, for each fact of violation.

9.3. If the actions of the Enterprise's employees cause losses (including real damage and lost profit) and/or damage to the Bank's and IPS's business reputation, the Enterprise shall reimburse the Bank for the caused losses/damage, the amount of which shall be specified in the written claim submitted by the Bank and may be adjusted by an agreement act signed by both Parties. In each individual case, the Bank and the Enterprise shall agree on the procedure of reimbursement of losses and/or damage to business reputation of the Bank and IPS by the Enterprise to the Bank - by withholding from the amounts due to the Enterprise or by payment according to the invoice issued by the Bank. The Bank may suspend settlements hereunder until settlement of the claims provided for in this clause hereof.

9.4. If the Enterprise violates the terms and conditions of the Accession Agreement in terms of anti-money laundering, combating financing of terrorism and/or compliance with international economic sanctions, the Enterprise shall reimburse the Bank for the losses/losses incurred by the Bank as a result of such actions.

9.5. The Bank shall not be liable:

9.5.1. for arisen failures or malfunctions in operation of technical means/software/equipment/power supply systems/network connections and data transmission, limitations of IPS, terms of sanctions, over which the Bank has no direct control, which may entail temporary suspension of servicing of the Cardholder by the Enterprise;

9.5.2. for disputes and disagreements arising between the Enterprise and the Cardholder in connection with the delivery of Goods or provision of Services;

9.5.3. for delay in payments caused by untimely notification of the Bank by the Enterprise about changes in bank details of the Enterprise;

9.5.4. for failure to credit money to the Enterprise Account in cases stipulated herein;

9.5.5. for the inability to credit money to the Enterprise Account in case when the inability to credit the amount of money blocked on the basis of a positive result of Authorization is due to the loss/blocking/removal of the Card, or closing/restriction of operations on the Cardholder's card account;

9.5.6. for the consequences of recognizing the Operation as fraudulent in accordance with Section 6 hereof;

9.5.7. for incorrect use by the Enterprise of the MCC code, as well as for the classification of goods/services provided by the Enterprise that does not correspond to the type of its activity;

9.5.8. for improper fulfillment of sub-clause 7.3.6 hereof by the Enterprise and losses incurred by the Enterprise/Bank, if the Operations processing and sending of the Confirmation Order were not performed within 3 (three) business days;

9.5.9. for losses incurred by the Enterprise as a result of fulfillment by the Bank of requirements of the legislation on anti-money laundering and combating financing of terrorism, as well as requirements of international economic sanctions;

9.5.10. for losses and/or damages of the Enterprise caused to it by termination and/or refusal of the Bank from the Accession Agreement in cases stipulated by sub-clauses 7.2.26, 7.2.27, 7.2.29 hereof.

9.6. The Bank shall be liable for violation of the terms of execution of the Confirmation Order in the form of a penalty in the amount of 0.01% of the non-transferred amount (excluding the Bank's commission fee) for each calendar day of delay, but not more than 5% of the non-transferred amount, except for cases stipulated herein. The lost profit of the Enterprise as a result of the Bank's violation of the terms of execution of the Confirmation Order shall not be reimbursed.

9.7. If the authorized state bodies apply to the Bank the liability measures provided for by the legislation for violation of currency legislation requirements, the Enterprise is obliged to reimburse the Bank for the incurred losses in the form of real damage.

10. Other terms and conditions

10.1. The Enterprise hereby certifies that in respect of personal data of personal data subjects, transferred, including those to be transferred in the future to the Bank and organizations of Halyk Financial Group (the Bank and its subsidiaries (the "Organizations")), for the purpose of rendering banking and other services by the Bank and (or) the Organizations, entering into and execution of other agreements with the Bank, as well as in other cases, when in accordance with the laws of the Republic of Kazakhstan and/or internal documents of the Bank and (or) the Organizations, there is a need to collect, process and use personal data of the subjects of personal data.

10.2. If necessary, determined by the Bank and (or) the Organizations, the Enterprise shall provide the Bank and (or) the Organizations with documentary confirmation of the existence of consents collected by the Enterprise from personal data subjects for collection and processing of personal data, transfer of personal data to a third party, including the Bank and (or) the Organizations, processing of personal data by the Bank and (or) the Organizations, and if it is impossible to document the existence of consents, the Enterprise shall collect such consents and then confirm to the Bank and (or) the Organizations their receipt.

10.3. The responsibility for the lack of consent to the collection and processing of personal data, transfer of personal data to a third party, including the Bank and (or) Organizations, processing of personal data by the Bank and (or) Organizations shall be borne by the Enterprise. In case any measures are taken against the Bank and (or) Organizations for violation of the legislation of the Republic of Kazakhstan on personal data and their protection, the Enterprise shall reimburse the Bank and (or) Organizations, at the request of the Bank and (or) Organizations, for any costs and losses incurred by the Bank and (or) Organizations.

10.4. The Enterprise hereby gives its unconditional and irrevocable written consent to disclosure of any information on terms and conditions hereof concluded with the Bank, including the Agreement, Terms and conditions of Joint Services, fulfillment of obligations by the Parties thereunder, as well as any other information constituting banking and other secret protected by the legislation of the Republic of Kazakhstan, related to the Agreement, including the Agreement, Terms and conditions of Joint Services, to third parties, including subsidiaries, auditors, counterparties of the Bank, under agreements with which the Bank has entered into agreements with the Bank. When transferring the above information to third parties, the Bank

will provide it only if necessary, when it is impossible to do without its provision. When providing information to third parties, the Bank will require third parties to take measures, comply with protection requirements, and not disclose such information to other persons.

In cases stipulated by the legislation of the Republic of Kazakhstan, Rules of IPS, the Bank shall disclose information constituting banking and other secret protected by the legislation of the Republic of Kazakhstan without the above consent of the Enterprise.

11. Force Majeure

11.1. The Parties shall be released from liability for non-fulfillment/undue fulfillment of their obligations hereunder, if such violation of obligations was a result of force majeure circumstances unforeseen by the Parties and affecting their fulfillment of their obligations hereunder, namely: adoption by the authorities of the Republic of Kazakhstan and their officials, including the Agency of the Republic of Kazakhstan for Regulation and Development of the Financial Market, the National Bank of the Republic of Kazakhstan and the IPS, of acts/measures prohibiting or restricting the activities of the Parties directly related to the Subject of the Agreement, as well as natural disasters, social cataclysms, power outages, damage and/or temporary shutdown of telecommunication lines and electricity, software failures, pandemic (epidemics) and implementation of appropriate infection prevention measures.

11.2. The Parties hereby confirm that they will immediately notify each other of the occurrence of force majeure circumstances and send to the other Party written notices of the occurrence/termination of such circumstances, executed and certified by duly authorized persons of the Parties.

11.3. In cases stipulated by clause 11.1 hereof, the term of fulfillment of obligations hereunder shall be postponed in proportion to the time during which such circumstances and their consequences are in effect.

If a Party disputes the existence of force majeure circumstances, attribution of circumstances to force majeure, the other Party has the right to apply for an opinion to a state body, organization, which are competent in determining the existence and duration of force majeure circumstances.

12. Anti-corruption provisions

12.1. In the performance of their obligations hereunder, the Parties, their Affiliates, employees or intermediaries shall not commit, directly or indirectly, any actions classified as bribery, commercial bribery, abuse of power, and actions in violation of the legislation of the Republic of Kazakhstan, international law and international treaties of the Republic of Kazakhstan on anti-money laundering and other corruption violations – both in relations between the Parties to the Agreement and in relations with third parties and public authorities. The Parties shall also bring this requirement to their Affiliates (related parties), employees, authorized representatives and counterparties.

12.2. If a Party has reason to believe that any of the obligations set forth in this Section have been or may be violated, it shall promptly notify the other Party in writing and via email set forth in the Agreement. In its written notice, the Party shall refer to facts or provide materials that reliably confirm or give reason to believe that the requirements set forth in this Section have been or may be violated by the other Party, its Affiliates (related parties), employees, authorized representatives or counterparties.

12.3. A Party that receives a notice of a violation of any provision of this Section shall consider the notice and notify the other Party of the results of its consideration within seven (7) business days of receipt of the written notice.

12.4. The Parties shall ensure that any violations of the provisions of this section are properly investigated in accordance with the principles of confidentiality, and that effective measures are taken to prevent potential conflicts. The Parties shall ensure that there will be no adverse consequences for the notifying Party as a whole, or for any specific employees of the notifying Party who have reported a violation.

12.5. If it is confirmed that a Party has violated the provisions of this Section and/or the other Party has not received information on results of the consideration of the violation notice as set forth in this Section of the Agreement, the other Party shall be entitled to terminate this Agreement unilaterally and

extrajudicially by written notice no later than fifteen (15) calendar days prior to the date of termination of the Agreement.

13. Term of the Accession Agreement. Procedure for amendment and termination of the Accession Agreement

13.1. The Agreement is entered into for a period of twelve months and comes into effect from the date of signing of the Agreement by the Bank and the Enterprise.

13.2. If, 30 (thirty) calendar days prior to the expiry date hereof, neither Party notifies the other Party of its desire to terminate the Accession Agreement, the Accession Agreement shall be extended for the next twelve months each time.

13.3. Each of the Parties may refuse to execute the Accession Agreement by notifying the other Party in writing at least 30 (thirty) calendar days prior to the expected date of termination of the Accession Agreement, except for other cases of termination hereof, when the Accession Agreement stipulates another term for notification. Upon termination hereof, the Parties shall be obliged to make all mutual settlements and payments hereunder.

13.4. From the day of receipt of the notice of termination hereof the Parties shall cease to carry out Operations in accordance with the Accession Agreement. The Parties may regulate the procedure for termination of the Operations in a separate agreement.

13.5. The Bank may also unilaterally withdraw from the Accession Agreement upon occurrence of the circumstances specified in sub-clauses 7.2.3., 7.2.26., 7.2.27., 7.2.29. hereof, as well as in case of material breach of the terms and conditions of the Agreement by the Enterprise, or at the request of the IPS, by notifying the Enterprise in writing of such withdrawal. For the purposes of this clause hereof, a material breach of the terms and conditions hereof shall be deemed to be such a breach hereof, which causes such damage to the Bank that it is substantially deprived of what it was entitled to expect upon conclusion of the Accession Agreement, or any other repeated breach of the terms and conditions of the Accession Agreement by the Enterprise. For termination of the Agreement on the grounds specified in this clause hereof, the term for notification of the Enterprise by the Bank on termination of the Agreement may, at the option of the Bank, be from 1 (one) to 10 (ten) business days.

13.6. The Accession Agreement shall be terminated and the Parties shall be released from mutual obligations after completion of all mutual settlements, and in cases stipulated by clause 13.7 hereof, after payment by the Enterprise of the Bank's expenses stipulated in this clause.

13.7. As the rules of Visa Inc., Mastercard Inc., American Express IPS provide for the possibility of initiation of Chargeback/Dispute by the Bank-Issuer for the Operations made on the Cards within 180 (one hundred and eighty) calendar days from the date of the Operations, the Enterprise shall unconditionally pay to the Bank the expenses incurred by the Bank for satisfaction of such Chargeback/Dispute.

13.8. The Bank may unilaterally amend this Accession Agreement (except for the Tariffs. A separate procedure for amendments and informing the Enterprise thereof is stipulated in the Accession Agreement for the Tariffs). The Bank shall notify the Enterprise of the respective amendments hereto by publishing such information on the Bank's electronic website at the following e-mail address: <https://halykbank.kz/> not later than 10 (ten) business days prior to enactment of the decision of the authorized body of the Bank that introduced such amendments/additions. Failure of the Enterprise to submit a statement of disagreement with such amendments to the Bank shall be deemed acceptance by the Enterprise of the amendments hereto, and the amendments shall be deemed agreed by the Parties. In case of disagreement with the amendments hereto, the Enterprise may terminate the Agreement in accordance with the procedure established herein.

13.9. Certain terms and conditions hereof not regulated hereunder may be agreed upon by the Parties by signing Addendums.

14. Special terms and conditions

14.1. In all relations between the Parties not regulated hereunder, the laws of the Republic of Kazakhstan shall govern the Parties.

14.2. The applicable law hereunder shall be the law of the Republic of Kazakhstan.

14.3. The Enterprise assures that the sale of Goods and Services on the Internet resource is carried out in accordance with the requirements of the current legislation of the Republic of Kazakhstan.

14.4. The Enterprise assures that delivery of Goods and Services, realized through the Internet resource of the Enterprise, is carried out on the territory of the Republic of Kazakhstan, and also in case of delivery of Goods to other countries provides assurance of compliance with restrictions on delivery of certain categories of goods to certain territories, on which export restrictions are imposed in accordance with the applicable legislation, international economic sanctions.

14.5. The Parties agree that all disputes arising in the process of execution hereof shall be resolved through negotiations based on goodwill and mutual understanding.

14.6. If it is impossible to resolve disputes through negotiations, such disputes shall be resolved in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

14.7. If any disputes arise in connection with the performance of the Agreement, the Electronic Documents stored by the Bank and/or the Parties to the documents shall equate the Enterprise on the Operations performed in accordance with the Agreement on paper and may serve as evidence.

14.8. The Parties have agreed that all expenses, including fines and penalties, incurred by the Bank through the fault of the Enterprise in disputable situations arising in connection with the payment for the Goods and/or Services shall be borne by the Enterprise. The amount of the Bank's fee for the disputed transaction shall not be refunded to the Enterprise.

14.9. If the Enterprise or the Bank is reorganized, all rights and obligations of the Enterprise or the Bank, respectively, hereunder are transferred to the legal successor

15. Final provisions

15.1. Any notices, correspondence and other communications hereunder, except for cases for which the Accession Agreement provides for a different notification procedure, shall be provided to the Parties in writing and shall be:

- delivered by hand; or
- transmitted by e-mail; or
- sent by letter to the respective address specified herein or to another address (in case of change) to be specified in advance by the recipient of the mailing.

The Parties hereunder shall carry out transfer of notices, correspondence and other communications if the chosen communication channel provides for confirmation of delivery of the notice to the addressee.

15.2. The Parties have agreed that in case the Bank receives a request from the IPS to terminate acquiring of a certain type of Cards by such IPS both in general and in relation to the Enterprise in particular, the Bank is entitled to unilaterally and extrajudicially refuse acquiring of the relevant type of Cards by the IPS from which the request was received. In this case:

1) from the date specified in the IPS request received by the Bank, the Bank's obligations to make settlements on Operations made with the use of such Cards shall be terminated;

2) The Bank shall notify the Enterprise of termination of settlements for Operations performed with the use of such Cards in one of the following ways selected by the Bank at its discretion:

- by means of electronic communication by sending an e-mail to the e-mail address of the Enterprise specified herein;
- by sending a letter to the address of the Enterprise specified herein;
- by posting information on the Bank's Internet resource at www.halykbank.kz.

15.3. The Enterprise may not transfer its rights and obligations hereunder to a third person who is not a Party hereto without a written consent of the Bank.

15.4. The Accession Agreement shall be concluded in the state and Russian languages having equal legal force.

16. Bank's details

Halyk Bank JSC

Legal address:

Bank details:

BIN _____

BIC _____

IIC _____

in National Bank of the Republic of Kazakhstan RSE

BIC NBRKKZKX

Tel.:

Residency indicator: Resident of the Republic of Kazakhstan

Economic sector code: 4

**Кәсіпорынның Интернет-ресурсын
ресімдеуге қойылатын талаптар*:**

Кәсіпорынның Интернет-ресурсы Қазақстан Республикасының заңнамасына, Халықаралық төлем жүйелері қағидаларының талаптарына сәйкес келуге және оның ішінде мыналарды қамтуға тиіс:

- * Кәсіпорын туралы анықтамалық ақпарат: ел, қала, заңды және нақты мекенжайлар, БСН/ЖСН, жұмыс кестесі, қолдау қызметінің байланыс телефон нөмірлері;
- * Қазақстан Республикасы заңнамасының талаптарына сәйкес Кәсіпорын мен Карта ұстаушылар арасында мәміле жасау үшін қажетті құжаттар: жария оферта шарты, құпиялылық саясаты, пайдаланушылардың дербес деректерін қорғау туралы келісім, өзге де құжаттар;
- * Кәсіпорынның сауалнамасында көрсетілген тауарлар (қызметтер) тізіміне сәйкес келетін тауарлар (қызметтер) тізімі;
- * тауарларды (қызметтерді) нақты сәйкестендіру: тауарлардың (қызметтердің) сипаттамасын беру, жинақтау және кепілдік шарттары;
- * ҚҚС қоса алғанда, тауарлардың (қызметтердің) құны, қазақстандық теңгеде көрсетілген, алынатын комиссиялар (бар болса), жеткізу құны;
- * тауарға (қызметке) тапсырыс беру тәртібін кезең-кезеңімен сипаттау;
- * тауарға (қызметке) ақы төлеу туралы ақпарат: төлем әдістері, ережелері, шарттары, алынатын комиссия (бар болса);
- * тауарды жеткізу (қызмет көрсету) туралы ақпарат: мерзімдері, тәсілдері, мүмкін болатын шектеулер;
- * тапсырыс берілген тауардың (қызметтің) ықтимал күшін жою мерзімі туралы ақпарат;
- * сапасыз және / немесе жиынтықталмаған тауар жеткізілген жағдайда тауарды ауыстыру тәртібін түсіндіру;
- * тауарды қайтару тәртібін және Карта ұстаушыға ақшаны қайтару тәртібін түсіндіру;
- * тауарды/қызметті жеткізу бойынша экспорттық және лицензиялық шектеулер бойынша ақпарат (бар болса);
- * өндірушіден, құқық иеленушіден немесе мемлекеттік органдардан өткізілетін тауарларға (көрсетілетін қызметтерге) лицензиялар,

**Requirements to the design of the Internet
resource of the Enterprise*:**

Internet resource of the Enterprise shall comply with the legislation of the Republic of Kazakhstan, requirements of the rules of the International Payment Systems and contain, among others, the following:

- reference information about the Enterprise: country, city, legal and actual addresses, BIN/IIN, working hours, contact telephone numbers of the support service;
- documents necessary for the transaction between the Enterprise and Cardholders in accordance with the requirements of the legislation of the Republic of Kazakhstan: public offer agreement, privacy policy, agreement on protection of personal data of users, other documents;
- list of goods (services) corresponding to the list of goods (services) reflected in the questionnaire of the Enterprise;
- clear identification of goods (services): description of characteristics of goods (services), equipment and warranty conditions;
- cost of goods (services), including VAT, delivery cost, fees charged (if any), specified in KZT;
- step-by-step description of the ordering procedure for goods (services);
- information about payment for goods (services): methods, rules, terms of payment, fees charged (if any);
- information about delivery of goods (provision of services): terms, methods, possible restrictions;
- information about the period of possible cancellation of the ordered goods (services);
- explanation of the procedure for replacing the goods in case of delivery of low-quality and/or incomplete goods;
- explanation of the procedure for returning the goods and the procedure for returning money to the Cardholder;
- information on export and license restrictions on delivery of goods/services (if any);
- information (text, graphic) on licenses, permits from the manufacturer, right holder or state authorities for the goods (services) sold, allowing to unambiguously identify to whom, by whom, for what period of time, for what type of activity, goods, services these documents were issued (for licensed activities);

рұқсаттар туралы, осы құжаттар (лицензияланатын қызмет үшін) кімге, кім, қандай мерзімге, қандай қызмет түріне, тауарларға, қызметтерге берілгенін біржақты анықтауға мүмкіндік беретін ақпарат (мәтіндік, графикалық);

* тауарларды беру пункттері туралы ақпарат (бар болса): ел, қала, нақты мекенжайы, телефон нөмірі, жұмыс кестесі, жол жүру сызбасы;

* карталарды пайдалана отырып, төлемдердің қауіпсіздігі мен құпиялылығын қамтамасыз ету бойынша Кәсіпорын орындайтын шаралар туралы ақпарат.

Кәсіпорынның Интернет-ресурсына қойылатын техникалық талаптар:

* тегін серверлерде орналаспауы керек;

* барлық беттер бір домендік атаудың астында болуы керек;

* жұмыс істемейтін/ дұрыс жұмыс істемейтін/дайын емес беттер немесе сілтемелер болмауы керек (HTTP 301, 302, 401, 403, 404, 502 сәйкестік кодтарына сәйкес);

* өту бағыты интернет-ресурстың бизнес-логикасына сәйкес келмейтін сілтемелерді қамтымауы тиіс;

* жоқ ресурстарға сілтемелер болмауы керек;

* қызметі Қазақстан Республикасының заңнамасына, халықаралық төлем жүйелерінің қағидаларына қайшы келетін интернет-ресурстарға сілтемелерді қамтымауға тиіс;

* статикалық IP мекенжайы болуы керек (Банктің қосымша сұранысы бойынша растайтын хат);

* ақылы хостингте (Virtual, VPS, VDS), Кәсіпорынға тиесілі немесе жалға берілетін деректер орталығында (collocation) немесе Кәсіпорынның жалға алынған алаңдағы нақты орналасқан жері бойынша серверлік бөлмеде орналасуы мүмкін;

* қолданыстағы жарамдылық мерзімі бар кемінде SSL123 сертификат түрімен қорғалған HTTPS қосылымын қолдауы керек;

* басқа интернет-ресурстарға бағыттайтын беттер/сілтемелер болмауы керек (қайта бағыттауды нақты көрсетпестен);

* графикалық, мәтіндік, өзге де ақпаратты, оның ішінде жасырын, тыйым салынған тауарлар (қызметтер), қару, атыс және жарылыс қауіп бар заттар мен нәрселер; психотроптық, улы, күйдіргіш және радиоактивті заттар; адам ағзалары мен тіндер туралы ақпаратты қамтымауға тиіс;

* порнографиялық, сексуалдық, есірткілік, саяси, ұлтшылдық сипаттағы тауарлар; Қазақстан

• information about the points of goods delivery (if any): country, city, actual address, phone number, working hours, travel directions;

• information on measures taken by the Enterprise to ensure security and confidentiality of card payments.

Technical requirements to the Internet resource of the Enterprise:

• shall not be located on free servers;

• all pages shall be under a single domain name;

• shall not contain non-working/incorrectly working/unfinished pages or links (corresponding to HTTP 301, 302, 401, 403, 404, 502 compliance codes);

• shall not contain links that have a direction of transition that does not coincide with the business logic of the Internet resource;

• shall not contain links to non-existent resources;

• shall not contain links to Internet resources, the activities of which contradict the legislation of the Republic of Kazakhstan, the rules of the International Payment Systems;

• shall have a static IP address (confirmation letter upon additional request of the Bank);

• may be located on paid hosting (Virtual, VPS, VDS), in a data center (collocation) owned or leased by the Enterprise, or in a server room at the actual location of the Enterprise in the area leased by it;

• shall support a secure HTTPS connection with a certificate type not lower than SSL123 with a valid expiration date;

• shall not contain pages/links redirecting to other Internet resources (without explicit indication of redirection);

• shall not contain graphic, text, other information, including hidden information, prohibited goods (services), weapons, firearms and explosive substances and objects; psychotropic, toxic, caustic and radioactive substances; human organs and tissues; pornographic, sexual, narcotic, political, nationalistic nature; other goods prohibited or restricted in circulation according to the legislation of the Republic of Kazakhstan, rules of the International Payment Systems, as well as contain references to such information;

Республикасының заңнамасына, Халықаралық төлем жүйелерінің қағидаларына сәйкес айналымда тыйым салынған немесе шектелген өзге де тауарлар, сондай-ақ осындай ақпаратқа сілтемелер қамтылмауы тиіс;

* Қазақстан Республикасының заңнамасына сәйкес мемлекеттік органдардың тиісті рұқсатынсыз құмар ойындарды ұйымдастыру және өткізу бойынша графикалық, мәтіндік, өзге де ақпаратты, оның ішінде жасырын, алкоголь, темекі өнімдері мен қызметтерін қамтымауға, сондай-ақ осындай ақпаратқа сілтемелерді қамтымауға;

* информер, Ерау-ге гиперсілтемесі бар Банктің төлем жүйесінің логотипі болуы тиіс;

* карталарын Кәсіпорын шарт бойынша қабылдайтын Халықаралық төлем жүйелерінің ақпараты, логотиптері болуға тиіс; Халықаралық төлем жүйелері мен Банктің логотиптері Карта ұсташыларды бизнес иесі туралы жаңылыстырмауы тиіс.

Кәсіпорынның тиісті төлем карталарын төлеуге қабылдайтынын және 3D Secure технологиясын пайдаланатынын куәландыратын, Халықаралық төлем жүйелерінің толық түстегі брендтік маркаларын пайдалану керек.

<https://epayment.kz> сайтындағы Кәсіпорынның жеке кабинеті арқылы төлемдерді басқару жөніндегі Шартқа 3-қосымшаға сәйкес нысан бойынша нұсқаулықпен міндетті танысу және қол қою.

Даулы жағдайлар туындаған кезде, о.і. Chargeback/Dispute бастама көтерілгенде Банкке ұсыну үшін қажетті құжаттардың тізімі:

1. Ұсынылған қызметті/сатылған тауарды толық сипаттау;
2. Сатып алушыға толық және тиісті түрде тауардың берілген/қызметтің ұсынылған дерегін дәлелдейтін құжаттар, мысалы: терминалдан алынған операция бойынша чек, тауар чегі, тауар жүкқұжаты, инвойс және т.с.с.;
3. Қонақүй саласында қызмет көрсететін кәсіпкерлер бойынша қосымша құжаттар тізімі:
 - Guest folio (қонақтың фолиосы/уақытша қонаққа арналған қонақүйдің басып шығарылған шоты);
 - Тіркеу картасы;

- shall not contain graphic, text, other information, including hidden information, of alcohol, tobacco products and services for organization and conduct of gambling without proper authorization of state authorities in accordance with the legislation of the Republic of Kazakhstan, as well as to contain links to such information;

- shall contain an informer, the logo of the Bank's payment system with a hyperlink to Epay;

- shall contain informers, logos of International payment systems, whose cards are accepted by the Enterprise under the contract; logos of International payment systems and the Bank shall not mislead Cardholders about the owner of the business.

It is necessary to use brand marks of International payment systems in full color, indicating that the Enterprise accepts the corresponding payment cards for payment and uses 3D Secure technology.

Obligatory reading and signing of the instruction on payment management through the Enterprise's Account on the website <https://epayment.kz> in the form according to Annex 3 hereto.

List of documents to be submitted to the Bank in case of disputable situations, including initiation of Chargeback/Dispute:

1. A detailed description of the service provided/sold;
2. Documents proving the fact of proper and complete provision of service/transfer of goods to the buyer, e.g.: terminal transaction receipt, sales receipt, bill of lading, invoice, etc...;
3. Additional list of documents for entrepreneurs providing services in the hotel sector:

- Guest folio (guest folio/printed hotel bill for the guest);
- Registration card;
- Reservation and Cancellation Policy.

Additional list of documents for entrepreneurs providing air transportation services:

- Boarding pass or copy of ticket;
- Flight manifest.

Additional list of documents for entrepreneurs

- Брондау және оның күшін жою саясаты.

Әуе тасымалы саласында қызмет көрсететін кәсіпкерлер бойынша қосымша құжаттар тізімі:

- Отырғызу талоны немесе билет көшірмесі;
- Ұшу манифесті.

Электронды әмиян, төлем фасилитаторы, төлем агрегаторы және т.б. ретінде қызмет көрсететін кәсіпкерлер бойынша қосымша құжаттар тізімі:

- Оферта шарты;
- Әмиян/жеке кабинет нөмірі;
- Пайдаланушының есептік деректері;
- Тіркеу күні;
- Төлеушінің IP мекенжайы;
- Төлемнің егжей-тегжейлі өлшемдері;
- Электронды чек (чек/тапсырыс күнінен, нөмірінен, төлем мақсатынан, сомасынан және т.с.с. тұрады);
- Егер төлем транзиттік, яғни ақша субмерчанттың шотына/әмиянына аударылса, сондай-ақ көрсетілген қызметті сипаттай отырып, соңғы алушы бойынша егжей-тегжейлі деректер ұсынылуы тиіс;

Пайдаланушының шоты/әмияны бойынша үзінді көшірме/қозғалыс.

*** Бұл талаптар Кәсіпорынның мобильді қосымшасында да көрсетілуі керек, мысалы, пайдаланушы келісетін келісімде (офертада, ережелерде және т.б.) көрсетілген. Пайдаланушы кез келген уақытта келісімге кіріп, олармен таныса алуы керек.**

providing services as an e-wallet, payment facilitator, payment aggregator and others:

- Offer Agreement;
- Wallet/personal account number;
- User's credentials;
- Registration date;
- IP address of the payer;
- Detailed payment parameters;
- Electronic check (containing the date, check/order number, payment purpose, amount, etc.);
- If the payment is in transit, i.e. the money was transferred to the sub-merchant's account/wallet, full details of the final recipient should also be provided, describing the service provided; User account/wallet statement/movement.

*** These requirements shall be specified also in the mobile application of the Enterprise, for example, set out in the agreement (offer, rules, etc.) with which the user agrees. The user shall be able to access the agreement and read them at any time.**

Интернет-эквайрингке қосылу шартына
2-қосымша

Annex2
to Internet Acquiring Accession Agreement

**Интернет эквайрингке
қосылу шартына келісім**

**Agreement to Internet Acquiring Accession
Agreement**

_____ қ. 202__ ж. «____» _____

_____ city _____ 202__

Бұдан әрі «**Банк**» деп аталатын «**Қазақстан Халық Банкі**» акционерлік қоғамы атынан _____ негізінде әрекет етуші _____ арқылы бір жағынан және бұдан әрі «**Кәсіпорын**» деп аталатын _____ атынан _____ негізінде әрекет етуші _____ арқылы екінші жағынан, бұдан әрі бірлесіп «**Тараптар**» деп, жекелей «**Тарап**» деп немесе жоғарыда көрсетілгендей аталатындар, осы Келісімді төмендегілер жөнінде жасады:

1. Кәсіпорынның осы Келісімге қол қоюы Кәсіпорынның **Интернет-эквайрингке қосылу шартына** (толық мәтіні Банктің ресми www.halykbank.kz сайтында) (бұдан әрі – Шарт) қосылуы болып табылады, сонымен қатар оның барлық талабымен және оның қосымшаларымен толық келісетінін білдіреді.

Келісім күшіне енгеннен кейін ол Шарттың ажырамас бөлігі болып табылады.

2. Кәсіпорыннан Карталарды пайдалану арқылы жүргізілген Транзакциялар бойынша Кәсіпорынның банктік шотына ақша аудару жөніндегі қызметтер үшін осы Келісімнің 11-тармағында көрсетілген Банктің комиссиялық сыйақысы келесі мөлшері ұсталады:

Halyk Bank of Kazakhstan Joint Stock Company, hereinafter referred to as the “**Bank**”, represented by _____, acting on the basis of _____, on the one hand, and _____, hereinafter referred to as the “**Enterprise**”, represented by _____, acting on the basis of _____, on the other hand, hereinafter also jointly referred to as the “**Parties**” and individually as the “**Party**”, have entered into this Agreement as follows:

1. Signing of this Agreement by the Enterprise constitutes the Enterprise's accession to the Internet Acquiring Accession Agreement (full text on the Bank's official website at www.halykbank.kz) (hereinafter referred to as the "Agreement"), as well as full consent to all its terms and conditions and its annexes.

After the Agreement enters into force, it shall become an integral part of the Accession Agreement.

2. The Enterprise shall be charged the Bank's fee for services on money transfer to the bank account of the Enterprise, specified in clause 11 hereof, on the conducted Operations with the use of the Cards in the following amounts:

Карта түрі/Card type	Банктің комиссиялық сыйақысы/ The Bank's fee (Операция сомасынан/of the Operation amount)
Банктің Visa Inc., Mastercard Inc., UnionPay карталары бойынша/ Visa Inc., Mastercard Inc., UnionPay Bank Cards	____ % (____)
Басқа банктердің Visa Inc., Mastercard Inc., UnionPay карталары бойынша/ Visa Inc., Mastercard Inc., UnionPay cards issued by other banks	____ % (____)
Банктің American Express, Diners Club International, Discover, JCB карталары бойынша/ American Express, Diners Club International, Discover, JCB Bank Cards**	____ % (____)
Басқа банктер шығарған American Express, Diners Club International, Discover, JCB карталары бойынша/ American Express, Diners Club International, Discover, JCB cards issued by other banks **	____ % (____)

Банк шығарған Карталар бойынша QR-төлемдер/ QR-payments on Cards issued by the Bank	____ % (____)
Басқа банктер шығарған Карталар бойынша QR-төлемдер/ QR-payments on Cards issued by other banks	____ % (____)
[* Банк шығарған Карталар бойынша QR-төлемдер арқылы B2B / B2B via QR-payments on Cards issued by the Bank	____ % (____)
* Басқа банктер шығарған Карталар бойынша QR-төлемдер арқылы B2B / B2B via QR-payments on Cards issued by other banks	____ % (____)I ²

* B2B өнімі – заңды тұлғалар мен жеке кәсіпкерлердің өзара есеп айырысуы шеңберінде QR төлемдер арқылы жүзеге асырылады/ B2B product - performed through QR payments, within the framework of mutual settlement of legal entities and individual entrepreneurs.

**Техникалық мүмкіндік болған жағдайда/ If technically possible

3. Жүргізілген Операциялар бойынша, осы Келісімнің 11-тармағында көрсетілген Кәсіпорынның банктік шотына ақша аударуды Банк Транзакцияны жүргізген күннен бастап ____ (____) жұмыс күні ішінде осы Келісімнің 2-тармағында белгіленген Банктің комиссиялық сыйақысын шегере отырып жүргізеді.

4. Кәсіпорынға ____ (____) теңге мөлшерінде Тәуліктік лимит белгіленген.

5. Келесі елдерде: KAZ (Қазақстан), ARM (Армения), AZE (Әзірбайжан), BLR (Беларусь), CHN (Қытай), GEO (Грузия), KGZ (Қырғызстан), MDA (Молдова), TJK (Тәжікстан), TKM (Түрікменстан), UKR (Украина), UZB (Өзбекстан) шығарылған Карталар бойынша ғана Транзакцияларға рұқсат етілген.

6. Кәсіпорын Интернет арқылы транзакциялар жүзеге асырылатын карталарды қабылдайды (қажеттісін белгілеңіз):

☐ тек 3D Secure технологиясын қолдана отырып, парольді міндетті түрде енгізіңіз (Қатаң 3D Secure);

☐ 3D Secure технологиясын қолдана отырып және мұндай технологияны қолданбай (Стандартты 3D Secure).

7. осы Келісімнің 3-тармағында көрсетілген ақша аудару мерзімі, 4-тармақта көрсетілген Тәуліктік лимит мөлшері, 5-тармақта көрсетілген рұқсат етілген елдер Тараптардың келісімі бойынша Банкке келіп түскен Кәсіпорынның ресми сұранысы негізінде не Банктің ішкі құжаттарында және Шартта белгіленген жағдайларда Банктің қалауы бойынша біржақты тәртіппен өзгертілуі мүмкін. Біржақты тәртіппен көрсетілген мәліметтерге өзгерістер енгізілген жағдайда, Банк бұл туралы өзгерістерден кейінгі келесі жұмыс күні

3. Transfer of money to the bank account of the Enterprise, specified in clause 11 hereof, on the conducted transactions shall be performed by the Bank within ____ (____) business days from the date of transaction, less the Bank's fee, established by clause 2 hereof.

4. The Enterprise has set the Daily Limit in the amount of KZT ____ (____).

5. Transactions are allowed only on Cards issued in the following countries: KAZ (Kazakhstan), ARM (Armenia), AZE (Azerbaijan), BLR (Belarus), CNN (China), GEO (Georgia), KGZ (Kyrgyzstan), MDA (Moldova), TJK (Tajikistan), TKM (Turkmenistan), UKR (Ukraine), UZB (Uzbekistan).

6. The Enterprise accepts Cards whose transactions are conducted over the Internet (required to be noted):

- only with the use of 3D Secure technology, with mandatory password entry (Strict 3D Secure);
- both with and without the use of 3D Secure technology (Standard 3D Secure).

7. The term of money transfer specified in clause 3, the amount of the Daily Limit specified in clause 4, the allowed countries specified in clause 5 hereof may be changed upon agreement of the Parties on the basis of the official request of the Enterprise received by the Bank, or at the discretion of the Bank unilaterally in cases established by the internal documents of the Bank and the Accession Agreement. In case of unilateral amendments to the said information, the Bank shall notify the Enterprise thereof on the next business day after the amendments.

The Bank shall amend the above conditions unilaterally, as well as at the official request of the Enterprise without signing an addendum hereto.

Any amendments to the above terms and conditions shall take effect from the date of receipt of the notice by the Enterprise from the Bank.

8. The details of the Enterprise's bank account, to

Кәсіпорынды хабардар етеді.

Банктің жоғарыда көрсетілген талаптарды біржақты тәртіппен, сондай-ақ Кәсіпорынның ресми сұрау салуы бойынша өзгертуі осы Келісімге қосымша келісім жасаспай жүзеге асырылады.

Жоғарыда көрсетілген талаптардағы барлық өзгерістер Кәсіпорын Банктен хабарлама алған күннен бастап күшіне енеді.

8. Банк Шартқа және осы Келісімге сәйкес ақша аударатын Кәсіпорынның банктік шотының деректемелері осы Келісімнің 11-тармағында көрсетілген.

9. Осы Шартқа Тараптар мемлекеттік және орыс тілдерінде екі түпнұсқа данада, әрбір Тарап үшін бір данадан бірдей заңды күші бар қол қояды.

10. Осы Келісім Тараптар оған қол қойған күннен бастап күшіне енеді. Тараптар осы Келісімге қол қойған кезде Банк оны өз мөрімен бекітетініне, ал Кәсіпорын болған жағдайда өз мөрімен бекітетініне келісті.

14. Тараптардың деректемелері:

Банк:

«Қазақстан Халық Банкі» АҚ/
АО «Народный Банк Казахстана»

Мекенжайы/адрес: _____

БСН/БИН: _____

БСК/БИК: _____

ЖСК/ИИК: _____

Тел.: _____

Экономика секторының коды/ Код сектора экономики: _____

Резиденттік белгісі/ Признак резидентства: _____

Банк атынан/от Банка:

М.О./М.П

which the Bank transfers money in accordance with the Accession Agreement and this Agreement, are specified in clause 11 hereof.

9. This Agreement is signed by the Parties in two original copies in the state and Russian languages, one copy for each Party, having equal legal force.

10. This Agreement shall enter into force from the date of its signing by the Parties. The Parties have agreed that upon signing this Agreement, the Bank shall affix its seal and the Enterprise shall affix its seal, if any.

11. Details of the Parties

Кәсіпорын/The Enterprise:

ЖШС, басқа ұйымдық-құқықтық нысан, (ЖК)

Мекенжайы/address: _____

БСН/BIN: _____

ЖСН/IIN: _____

The Bank: _____

БСК/ BIC: _____

IBAN: _____

Tel.: _____

Экономика секторының коды/Economic sector code: _____

Резиденттік белгісі/ Residency indicator: _____

Кәсіпорын атынан/ on behalf of the Enterprise:

М.О./L.S.

Интернет-эквайрингке
қосылу шартына келісім 3-қосымша

Annex3
to Internet Acquiring Accession Agreement

**Кәсіпорынның жеке кабинеті арқылы
төлемдерді басқару жөніндегі нұсқаулық**

**Instructions for managing payments through the
Enterprise's Account**

_____ қ. 202__ ж. «____» _____

_____ city _____ 202__

Шарт жасасқаннан және виртуалды терминалды автоматты режимде құру процесі аяқталғаннан кейін Ерау жүйесіне қосылу үшін сауалнамада Кәсіпорын көрсеткен мекенжайға Кәсіпорынның ресми электрондық мекенжайы ретінде дайын жүйеге қосылу үшін авторизациялық деректер және Кәсіпорынның жеке кабинетіне кіру үшін авторизациялық деректер жіберіледі.

After conclusion of the Accession Agreement and completion of the process of establishment of the virtual terminal in automatic mode, authorization data for connection to the combat system and authorization data for login to the Enterprise's Account are sent to the address specified by the Enterprise in the questionnaire for connection to the Epay system as the official e-mail address of the Enterprise.

Кәсіпорынның жеке кабинетіне кіру мына мекенжай бойынша жүзеге асырылады
<https://epayment.kz>

Login to the Enterprise's Account at
<https://epayment.kz>.

Операцияларды қарау

View Operations

Барлық төлемдерді Операциялар бөлімінде қажетті уақыт кезеңін таңдау немесе параметрлер бойынша іздеуді пайдалану арқылы көруге болады:

All payments can be viewed in the Operations section by selecting the desired time period or by searching by parameters:

Мәртебесін сипаттау	Status description
Pending (two-step payment)	
Ұстаушының картасында соманың бұғатталғанын және келесі әрекетті: төлемнің есептен шығарылғанын немесе жойылғанын күтетінін білдіреді	the amount is blocked on the card of the Holder and is waiting for action: debiting or canceling the payment
Done	
төлемнің есептен шығарылғанын/расталғанын, соманың шотқа жіберілгенін білдіреді	debiting is made/payment is confirmed, the amount is sent to the account
Canceled (two-step payment)	
төлемнің жойылғанын, соманың клиенттің шотына бұғаттан шығарылғанын білдіреді	payment is canceled, the amount is unblocked on the Holder's card.
Refunded	
бұрын есептен шығарылған төлемнің қайтарылғанын, сома Ұстаушының картасына қайтарылғанын білдіреді	refund of the previously debited payment was made, the amount was refunded to the card of the Holder

**Төлемдерді есептен шығару және жою
(автоматты режим орнатылмаған жағдайда)**

Егер төлем Күтуде деген күйде болса: Кәсіпорын Ұстаушының картасынан соманы есептен шығаруы керек (соманы Банктегі өз шотына жіберуі керек) немесе төлемнің күшін жоюы керек (яғни, Ұстаушының картасындағы соманы оның қолжетімді балансына ашыңыз).

Операциялар бөліміне өтіп, «күту» мәніне «Көрсету» сүзгісін қою керек, төлемді кезең бойынша немесе қолжетімді параметрлер

Debiting and canceling payments (if not set up in automatic mode)

If the payment is in the status Pending: the Enterprise needs to write off the amount from the Holder's card (send the amount to its account in the Bank) or cancel the payment (i.e. unblock the amount on the Holder's card to its available balance).

It is necessary to enter the Operations section, set the filter “Show” to “pending”, and find the payment by period or by available parameters. At the end of the line with the payment, there will be buttons

бойынша табу керек. Төлем жолының соңында «Толықішінара жүргізу» және «Болдырмау» батырмалары болады.

Төлемді жүргізу үшін (тек төлемдерді қабылдау бойынша) және Банктегі шотқа жіберу үшін «Толықішінара жүргізу» батырмасын басыңыз, ашылған беттегі барлық деректерді тексеріңіз.

Әдепкі бойынша, төлемнің толық сомасы есептен шығаруға жатады. Егер соманың тек бір бөлігін ғана есептен шығару қажет болса, ал қалған соманы Ұстаушының картасына қайтару қажет болса, яғни Кәсіпорынның шотына аударылатын соманы көрсету қажет. Әрекетті «Жүргізу» батырмасын тағы бір рет басу арқылы растау керек.

Төлемді болдырмау үшін (тек төлемдерді қабылдау бойынша) (Ұстаушының картасындағы соманы оның қолжетімді балансына ашу үшін) «Төлемді болдырмау» батырмасын басу керек, ашылған беттегі деректерді тексеру қажет. Бас тарту себебін сипаттаңыз және «Төлемді болдырмау» батырмасын тағы бір рет басу арқылы әрекетті растаңыз.

Назар аударыңыз! Төлемді есептен шығару Карта ұстаушы төлеген сәттен бастап күнтізбелік 3 (үш) күн ішінде жүргізілуі тиіс. Кеш есептен шығару (күнтізбелік 3 (үш) күн өткеннен кейін ақшаны есептен шығару) және кейіннен Эмитент банктен шағымдар түскен жағдайда, Операциялар сомасы қызмет көрсетілгеніне немесе тауар берілгеніне қарамастан Кәсіпорынның шоттарынан ұсталады, өйткені Халықаралық төлем жүйелерінің (ХТЖ) қағидалары бойынша мұндай талаптарды қабылдамау мүмкін емес.

Есептен шығарылған төлемді қайтару (тек төлемдерді қабылдау бойынша)

Егер Ұстаушының картасына есептен шығарылған төлемді қайтару қажет болса, Операциялар бөліміне өтіп, сүзгіні «өткізілді» мәніне қою керек, төлемді кезең бойынша немесе қолжетімді параметрлер бойынша табу керек. Төлем жолының соңында «Қайтаруішінара қайтару» батырмасын басыңыз, ашылған беттегі деректерді тексеріңіз.

Әдепкі бойынша, төлемнің толық сомасы қайтарылады. Егер соманың тек бір бөлігін қайтару қажет болса және соманың қалған бөлігін Кәсіпорынның шотында қалдыру қажет болса, онда Карта ұстаушыға қайтарылуы тиіс соманы көрсету қажет. «Қайтаруды растау» батырмасын тағы бір рет басу арқылы әрекетті растаңыз.

“To be done in full/partially” and “Cancel”.

To make a payment (only for payment acceptance) and send it to the account in the Bank, click on the button “To be done in full/partially”, check all the data on the opened page.

By default, the full amount of the payment is to be debited. If it is necessary to debit only a part of the amount, and the remaining amount to refund to the Holder's card, i.e. it is necessary to specify the amount to be transferred to the account of the Enterprise. Confirm the action once again by clicking on the button “To be done”.

To cancel the payment (only on payment acceptance) (unblock the amount on the card of the Holder on its available balance) it is necessary to press the button “Cancel payment”, check the data on the opened page. Describe the reason of cancelation and confirm the action again by pressing the button “Cancel payment”.

Attention! The payment should be debited within 3 (three) calendar days from the moment of payment by the Cardholder. If late debits are made (debit after 3 (three) calendar days) and subsequent receipt of claims from the Issuing Banks, the amounts of Operations will be withheld from the accounts of the Enterprise regardless of the fact that the service or goods were provided, because it is impossible to reject such claims according to the rules of International Payment Systems (IPS).

Refund of debited payment (for payment acceptance only)

If it is necessary to refund to the card of the Holder the payment, on which has already been debited. It is necessary to go to the Operations section, to put a filter on value “to be done”, to find a payment on period or on available parameters. At the end of a line with payment to press the button “To make a refund/partial refund”, to check the data on the opened page.

By default, the full amount of the payment is to be refunded. If it is necessary to refund only a part of the amount, and the remaining part of the amount should be left on the account of the Enterprise, it is necessary to specify the amount that should be refunded to the Cardholder. Confirm the action by clicking once again on the “Confirm refund” button.

Ұстаушының картасы шығарылған Банктің шарттарына байланысты Кәсіпорынның ЖК-да сәтті қайтарылу Карта ұстаушының үзінді көшірмесінде қайтару күні бойынша да, бастапқыда жүргізілген төлем күні бойынша да көрсетілуі мүмкін. Төлемдерді қайтару «офлайн» режимдегі банкаралық өзара есеп айырысу операциялары болып табылады, сондықтан қазақстандық банктердің карталары бойынша 5 (бес) жұмыс күніне дейін және шетелдік банктердің карталары бойынша 15 (он бес) жұмыс күніне дейін созылуы мүмкін.

Кәсіпорын Карта ұстаушыға оның картшотынан Тауарларға немесе Қызметтерге ақы төлеуге есептен шығарылған ақшаны қайтарған жағдайда, қайтару эквайрингтік келісімшартта қолжетімді қаражат есебінен жүргізіледі және ақша жеткіліксіз болған жағдайда, Кәсіпорын шотты «Onlinebank HALYK» жүйесі арқылы толықтыруды жүзеге асырады. Қайтару операциясы бойынша Карта ұстаушыға ақшаны қайтаруды Кәсіпорын Банктің қатысуынсыз дербес жүзеге асырады.

Есептен шығарылған сомалардың көшірмелері және шотқа аударымдары бойынша ақпарат

Кәсіпорынның төлемдері бойынша үзінді көшірмені алу қажет болған жағдайда, қандай да бір салыстырып тексеру жүргізу мақсатында Үзінді көшірмелер бөлімін пайдаланыңыз. Үзінді көшірме CSV және XLSX (Excel) форматында жүктеледі.

Жеке кабинетте «Үзінді көшірмелер» бөлімін, қажетті келісімшартты таңдап, «Қалыптастыру» батырмасын басып, кезеңін төлеу «басталған» күннен «дейін» төлеу деп белгілеп, сондай-ақ үзінді көшірменің форматын таңдау.

Кәсіпорын үзінді көшірмелерді электрондық поштаға белгіленген жиілікпен, атап айтқанда күнделікті, апта сайынғы және ай сайынғы негізде автоматты түрде жіберуді орнатып қоя алады.

Автоматты түрде жіберуді орнату үшін «Үзінді көшірмелер» бөлімінде қажетті келісімшартты және мерзімділікті таңдау керек, содан кейін үзінді көшірмелер автоматты түрде жіберілетін электрондық мекенжайды көрсету керек.

Назар аударыңыз! Егер Кәсіпорынның шотына қаражатты аудару күні демалыс/мереке күніне түссе, онда қаражатты келесі жұмыс күніне аударуды күту керек. Кәсіпорынның

Successfully performed refund of the Enterprise in My Account, depending on the terms and conditions of the bank, where the Cardholder's card is issued, can be reflected in the statement to the Cardholder both by the date of refund and by the date of the original payment. Payment refunds are operations of interbank mutual settlements in offline mode, therefore can take up to 5 (five) working days for cards of Kazakhstan banks and up to 15 (fifteen) working days for cards of foreign banks.

If the Enterprise refunds to the Cardholder the money debited from the card account in payment for the Goods or Services, the refund is made at the expense of funds available on the acquiring agreement and in case of insufficiency, the Enterprise replenishes the account through Onlinebank HALYK system. The refund to the Cardholder on the refund transaction is performed by the Enterprise independently without the Bank's participation.

Information on statements and crediting of debited amounts to the account

If you need to receive a statement of payments of the Enterprise for making any reconciliations, use the Statements section. The statement is uploaded in CSV and XLSX (Excel) format.

In My Account, select the “Statements” section, select the required agreement, click on the “Generate” button and set the period “from” the date of payment and the period “to”, as well as the format of the statement.

The enterprise has an opportunity to set up auto-sending of statements to e-mail with specified periodicity, namely on a daily, weekly and monthly basis.

In order to set up auto-sending, it is necessary to select the necessary agreement and periodicity in the “Statements” section, and then specify the e-mail address to which the auto-sending will be sent.

Attention! If the date of crediting the funds to the Enterprise's account falls on a weekend/holiday, the funds should be expected to be credited on the next working day. Number of days to transfer money to the Enterprise's account.

шотына ақша аударуға арналған күндер саны.

Төлем жүргізудің негізгі схемасы: 1 қадамдық (SMS) төлем:

Әдепкі бойынша, Кәсіпорынның виртуалды терминалы ерау жүйесінде қадамдық төлемді орнату арқылы іске қосылады.

Төлем процесі:

1. Карта ұстаушы Кәсіпорын жүйесінде тапсырысты ресімдейді, төлем процесіне көшеді.

2. Кәсіпорын жүйесі ерау жүйесіне төлем жүргізуге сұрау жібереді.

3. Ерау жүйесі Ұстаушы картасынан тапсырыс сомасын __есептен шығаруды__ қамтамасыз етеді.

4. Ерау жүйесі төлем нәтижесін Кәсіпорын жүйесіне жібереді.

5. Төлем сәтті болған жағдайда Кәсіпорын қызмет көрсетуді/тауар беруді қамтамасыз етеді Қаражатты қайтару процесі.

Қайтару екі тәсілмен жүзеге асырылуы мүмкін:

- Кәсіпорынның <https://epay.homebank.kz/> жеке кабинетін пайдалану арқылы қолмен

- Кәсіпорын жүйесін API бойынша ерау жүйесімен интеграциялау арқылы:

1. Кәсіпорын жүйесі ерау жүйесіне есептен шығарылған соманы қайтаруға сұрау жібереді.

2. Ерау жүйесі Ұстаушы картасынан тапсырыс сомасын қайтаруды қамтамасыз етеді.

3. Ерау жүйесі Кәсіпорын жүйесіне қайтару нәтижесін жібереді.

Қайтаруды жүргізу шеңберінде қайтарудың сәттілігін бақылау үшін жауапкершілік Кәсіпорынға артылады:

- қайтаруды ерау жеке кабинеті арқылы жүргізген кезде, қайтаруды жүргізетін қызметкер ерау жүйесінің сәтті нәтиже бергеніне және төлем мәртебесінің «Қайтарылды» болып өзгергеніне көз жеткізуі қажет;

- API арқылы қайтару кезінде Кәсіпорын жүйесі қайтару нәтижесін қадағалап отыруы керек және қателер туындаған кезде ақпаратты тексеру, қажет болған жағдайда сұранысты түзету және қайтаруды қайта жүргізу үшін компанияның жауапты тұлғасына беру керек немесе epayservice колдау қызметіне хабарласу керек.

Қосымша төлем схемасы: 2 қадамды (DMS) төлем.

Бизнестің стандартты емес критерийлері және Ұстаушының картасынан қаражатты

The basic scheme of making a payment: 1-step (SMS) payment:

By default, the Enterprise virtual terminal is started in the epay system with the setting of making --step payment.

Payment process:

1. Cardholder places an order in the Enterprise system, proceeds to the payment process.

2. The Enterprise system sends a payment request to the epay system.

3. The epay system provides __discharge__ of the order amount from the Cardholder's card.

4. The epay system sends the result of the payment to the Enterprise's system.

5. In case of successful payment the Enterprise provides the service/provision of goods to the Cardholder.

Refund process

The refund can be made in two ways:

- Manually by using the Enterprise's Account at <https://epay.homebank.kz/>

- By means of integration of the Enterprise system with epay system via API:

1. The Enterprise system sends a request to the epay system to perform a refund of the amount debited.

2. The epay system ensures that the order amount is refunded from the Holder's card.

3. The epay system sends the result of the refund to the Enterprise system.

Within the framework of making refunds, the responsibility for tracking the success of the performed refund lies with the Enterprise:

- in case of making a refund via epay account, the employee making the refund should make sure that the epay system has issued a successful result and the payment status has changed to "Refunded";

- in case of making a refund via API, the Enterprise's system shall monitor the result of the refund and in case of errors the information shall be transferred to the responsible person of the Enterprise for checking and, if necessary, correcting the request and making the refund again or contacting epay support service.

Additional payment scheme: 2-step (DMS) payment.

In case of non-standard business criteria and critical need for preliminary blocking of the amount before debiting the Holder's card, the Enterprise may disable the 1-step payment scheme on the terminal (section "Settings" in the epay account).

есептен шығармас бұрын соманы алдын ала бұғаттауды жүргізу қажеттілігі туындаған жағдайда, Кәсіпорын терминалда төлемнің 1 кадамдық схемасын (ерау жеке кабинетіндегі «Баптаулар» бөлімі) өшіре алады.

Негізгі ұғымдар:

Қаражатты бұғаттау – қаражат Ұстаушының картасында сақталады, ол картада қалады, бірақ клиент пайдалана алмайды.

Қаражатты есептен шығару – қаражат Ұстаушының картасынан алынады және Кәсіпорынның банктік шотына аудару үшін эквайер банкке (Halyk) беріледі.

Төлем процесі:

1. Карта ұстаушы Кәсіпорын жүйесінде тапсырысты ресімдейді, төлем процесіне көшеді.

2. Кәсіпорын жүйесі ерау жүйесіне төлем жүргізуге сұрау жібереді.

3. Ерау жүйесі Ұстаушы картасындағы тапсырыс сомасын бұғаттауды қамтамасыз етеді.

4. Ерау жүйесі төлем нәтижесін Кәсіпорын жүйесіне жібереді.

5. Төлем сәтті болған жағдайда Кәсіпорын:

- Карта ұстаушыға қызмет көрсетуді/тауар ұсынуды қамтамасыз етеді және ерау жүйесіне Ұстаушының картасынан төлемді есептен шығаруға сұрау-растау жібереді;

- егер Карта ұстаушыға қызмет көрсету/тауарды ұсыну мүмкін болмаса, ерау жүйесіне төлемнің күшін жоюға сұрау жібереді;

6. Ерау жүйесі Кәсіпорынның сұранысын - Ұстаушы картасынан қаражатты есептен шығаруды немесе Ұстаушы картасындағы соманы бұғаттан шығаруды қамтамасыз етеді.

7. Ерау жүйесі Кәсіпорын жүйесіне есептен шығару/жою операциясының нәтижесін жібереді.

Күшін жою немесе есептен шығару екі тәсілмен жүзеге асырылуы мүмкін:

- Кәсіпорынның <https://epay.homebank.kz/> жеке кабинетін пайдалану арқылы қолмен

- Кәсіпорын жүйесін API бойынша ерау жүйесімен интеграциялау арқылы:

Қаражаттың күшін жою/есептен шығару шеңберінде операцияның сәтті

орындалуын бақылау үшін жауапкершілік Кәсіпорынға артылады.

- операцияны ерау жеке кабинеті арқылы жүргізген кезде күшін жоюды/есептен шығаруды жүргізетін қызметкер ерау жүйесінің сәтті нәтиже бергеніне және төлем мәртебесінің әрекетке сәйкес өзгергеніне көз жеткізуі қажет («Күші

Basic concepts:

Blocking of means - means are reserved on the card of the Holder, it remains on the card, but becomes unavailable for use by the customer.

Withdrawal of funds - funds are withdrawn from the Holder's card and transferred to the acquiring bank (Halyk) for crediting to the bank account of the Enterprise.

Payment process:

1. Cardholder places an order in the Enterprise system, proceeds to the payment process.

2. The Enterprise system sends a payment request to the epay system.

3. The epay system provides __discharge__ of the order amount from the Cardholder's card.

4. The epay system sends the result of the payment to the Enterprise's system.

5. In case of successful payment the Enterprise:
- ensures the provision of service/provision of goods to the Cardholder and sends a confirmation request to the epay system to debit the payment from the Cardholder's card;

- in case the provision of service/provision of goods to the Cardholder is impossible, sends a request to the epay system to cancel the payment;

6. The epay system provides carrying out of the Enterprise's request - debiting of funds from the Holder's card or unblocking of the amount on the Holder's card.

7. The epay system sends the result of the debit/cancel transaction to the Enterprise system.

Cancellation or debiting can be performed in two ways:

- Manually by using the Enterprise's Account at <https://epay.homebank.kz/>

- By means of integration of the Enterprise system with epay system via API:

As part of the cancellation/debiting process, the responsibility for tracking the success of the operation lies with the Enterprise.

- in case of a transaction via epay account, the employee performing the cancellation/debiting should make sure that the epay system has issued a successful result and the payment status has changed to the one corresponding to the action ("Canceled"/"Confirmed").

- in case of a transaction via API, the Enterprise's system shall monitor the result of the cancellation/debiting and in case of errors the information shall be transferred to the responsible person of the Enterprise for checking and, if necessary, correcting the request and repeated transaction, or contacting epay support service.

жойылды»/«Расталды»).

- API арқылы операцияны жүргізу кезінде Кәсіпорын жүйесі жою/есептен шығару нәтижесін қадағалап отыруы керек және қателер туындаған кезде ақпаратты тексеру және қажет болған жағдайда сұрауды түзету мен операцияны қайта жүргізу үшін компанияның жауапты тұлғасына беру немесе epayservice қолдау қызметіне жүгіну керек.

Қаражатты растау (есептен шығару) Карта ұстаушы төлеген сәттен бастап күнтізбелік 3 күннен кешіктірілмей жүргізілуі тиіс.

Есептен шығару кешіктіріп жүргізілген жағдайда эмитент банктің Халықаралық төлем жүйелерінің қағидаларына сәйкес бас тарту мүмкін болмайтын кеш есептен шығаруға байланысты талап қоюға (chargeback/dispute) құқығы бар.

Мұндай талап алынған жағдайда, қызмет Карта ұстаушыға көрсетілуі мүмкін болғанына қарамастан, сома эмитент банкке Кәсіпорын есебінен қайтарылады.

Ақшаны қайтару процесі (бұрын есептен шығарылған сома).

Қайтару екі тәсілмен жүзеге асырылуы мүмкін:

- Кәсіпорынның <https://epay.homebank.kz/> жеке кабинетін пайдалану арқылы қолмен

- Кәсіпорын жүйесін API бойынша ерау жүйесімен интеграциялау арқылы:

1. Кәсіпорын жүйесі ерау жүйесіне есептен шығарылған соманы қайтаруға сұрау жібереді.

2. Ерау жүйесі Ұстаушы картасынан тапсырыс сомасын қайтаруды қамтамасыз етеді.

3. Ерау жүйесі Кәсіпорын жүйесіне қайтару нәтижесін жібереді.

Қайтаруды жүргізу шеңберінде қайтарудың сәттілігін бақылау үшін жауапкершілік Кәсіпорынға артылады:

- қайтаруды ерау жеке кабинеті арқылы жүргізген кезде, қайтаруды жүргізетін қызметкер ерау жүйесінің сәтті нәтиже бергеніне және төлем мәртебесінің «Қайтарылды» болып өзгергеніне көз жеткізуі қажет;

- API арқылы қайтару кезінде Кәсіпорын жүйесі қайтару нәтижесін қадағалап отыруы керек және қателер туындаған кезде ақпаратты тексеру және қажет болған жағдайда сұрауды түзету мен қайтаруды қайта жүргізу үшін Кәсіпорынның жауапты тұлғасына беру немесе epayservice қолдау қызметіне жүгіну керек.

Осы нұсқаулыққа қол қою Кәсіпорынның

Confirmation (debit) of funds should be made not later than 3 calendar days from the date of payment by the Cardholder.

In case of debiting in later terms, the Issuing Bank has the right to issue a claim (chargeback/dispute) due to late debiting, which cannot be rejected according to the rules of the International Payment Systems.

If such a claim is received, the amount will be refunded to the Issuing Bank at the expense of the Enterprise, even though the service may have been provided to the Cardholder.

Refund process (previously debited amount).

The refund can be made in two ways:

- Manually by using the Enterprise's Account at <https://epay.homebank.kz/>

- By means of integration of the Enterprise system with epay system via API:

1. The Enterprise system sends a request to the epay system to perform a refund of the amount debited.

2. The epay system ensures that the order amount is refunded from the Holder's.

3. The epay system sends the result of the refund to the Enterprise system.

Within the framework of making refunds, the responsibility for tracking the success of the performed refund lies with the Enterprise:

- in case of making a refund via epay account, the employee making the refund should make sure that the epay system has issued a successful result and the payment status has changed to "Refunded";

- in case of making a refund via API, the Enterprise's system shall monitor the result of the refund and in case of errors the information shall be transferred to the responsible person of the Enterprise for checking and, if necessary, correcting the request and making the refund again or contacting epay support service.

Signing of this instruction confirms that the Enterprise is informed and has no claims to the Bank in case of untimely processing or incorrect action in the My Account of Epay.

онымен танысқанын және Ерау жеке кабинетінде уақтылы өңделмеген немесе дұрыс әрекет етпеген жағдайда Банкке ешқандай шағым жоқ екенін растайды.

(Кәсіпорын қызметкердің қолы/

signature of the employee of the Enterprise)

M.O./L.S.

Жалпы ақпарат/General information:

Терминал нөмірі/Terminal number □ □ □ □ □ □ □ □

Жеткізу тәсілі/ Delivery method:

E-mail ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Банкте/in the Bank ☐

Кәсіпорының байланыс жасайтын адамы/ Contact Person of the Enterprise:

Байланыстар/Contacts □ □ □ □ □ □ □ □ □ □
(қала коды жұмыс/мобильді телефон/city code business/mobile phone number)

Банк төлем карталарын қолдана отырып, ашық байланыс арналары арқылы жүргізілген Операциялар туралы есептерді қысқартылған карта нөмірлерімен ұсынады/
The Bank shall provide reports on Operations made with payment cards via open communication channels with abbreviated card numbers.

Банк Кәсіпорын алдында берілетін ақпараттың құпиялығы үшін жауап бермейді/ The Bank shall not be liable to the Enterprise for confidentiality of transmitted information

Қолы/Signature:

Өтінімді толтыру күні/ Date of application completion: 202 ж/

(Кәсіпорын қызметкердің қолы/
signature of the employee of the Enterprise)
M.O./L.S.

**Terms and conditions of co-service of the product “Goods on credit/in installments”
within Halyk installment process**

Article 1. Subject matter

1.1. These Terms and Conditions of Joint Service of the product “Goods on credit/in installments” within Halyk installment process (the “Terms and Conditions”) regulate the issues of joint service of the product “Goods on credit/in installments” by the Bank and the Enterprise within Halyk installment process.

1.2. Certain issues not regulated herein shall be governed by the Accession Agreement, Product Instructions (if any).

1.3. In order to accept the Terms and Conditions, the Enterprise needs to accede to them.

The Enterprise shall accede hereto by sending by the Enterprise to the Bank via Onlinebank HALYK system an application for connection of the Enterprise to the product “Goods on credit/in installments” within Halyk installment process (the "Application 1") and receipt by the Enterprise from the Bank of the confirmation on connection of the Enterprise to the product “Goods on credit/in installments” within Halyk installment process (the "Confirmation 1").

1.4. The Bank shall independently approve all forms of applications and confirmations mentioned herein and make amendments thereto.

Article 2. Basic concepts used herein

2.1. In these Terms and Conditions, in addition to certain concepts provided for in the Accession Agreement, the following terms shall be used, and certain terms provided for in the Accession Agreement shall have the following meaning herein:

authorization - a procedure for obtaining the Bank's permission to conduct an Operation;

virtual terminal - a device allowing to accept payments, Onlinebank HALYK system or QR code/Halyk QR;

loan agreement - an agreement concluded between the Bank and the buyer, on the basis of which a special-purpose bank loan is granted to the buyer on the terms of intended use, maturity, payment and repayment;

cancellation/refund of purchase - operation on cancellation/termination of the loan agreement and refund of the fee paid by the Enterprise;

buyer - an individual - a cardholder of the Bank, authorized in Halyk SuperApp application, wishing to purchase goods/services from the Enterprise within the framework of the product “Goods on credit/in installments”;

product “Goods on credit/in installments” - a targeted bank loan provided by the Bank to the buyer in national currency in online mode for the purchase of goods/services of the Enterprise on the terms and conditions of intended use, urgency, payment and repayment, by a one-time transfer of the loan amount to the bank account of the Enterprise;

transaction - an operation performed through the virtual terminal to purchase goods/services of the Enterprise.

Article 3. Execution of Operations

3.1. Transactions shall be carried out using the virtual terminal provided by the Bank.

3.2. The Bank may suspend the operation of the product “Goods on credit/in installments” without/without termination of the Terms and Conditions, refuse to connect new service points of the Enterprise to the product in cases established by the Bank, including but not limited to: if debit transactions are suspended on the bank accounts of the Enterprise opened with the Bank on the basis of relevant decisions

and (or) orders of authorized state bodies or officials on suspension of debit transactions on the bank account; if money on the bank accounts of the Enterprise opened with the Bank is seized on the basis of acts on seizure of money of the Enterprise; in case of detection of goods prohibited by the legislation of the Republic of Kazakhstan in the assortment of the Enterprise, including goods included by certain states and/or international organizations in the list of prohibited goods or services; the presence of sanctions against the Enterprise, its affiliates, beneficial owners, imposed in accordance with the jurisdiction of any country (e.g., USA¹, EU², UK and others) or an international organization (including, but not limited to, FATF³, UN⁴ and others), including in cases when conditions and business relations under the Accession Agreement may entail application of restrictions and (or) sanctions to the Bank; emergence in the course of cooperation of suspicions that business relations are used by the Enterprise for the purposes of legalization (laundering) of proceeds of crime, financing of terrorism and/or in violation/bypassing international economic sanctions⁵; if the Enterprise violates the requirements of international economic sanctions or if the Bank becomes aware of the Enterprise's intentions to violate/bypass the requirements of international economic sanctions; in cases stipulated by the legislation and/or internal documents and procedures of the Bank on anti-money laundering and combating financing of terrorism, international economic sanctions.

3.3. The Enterprise shall provide the buyer with goods/services of appropriate quality for which the Enterprise has received payment.

Article 4. Procedure of mutual settlements between the Bank and the Enterprise under the product “Goods on credit/in installments”

4.1. Mutual settlements between the Bank and the Enterprise shall be made in the national currency of the Republic of Kazakhstan.

4.2. On the basis of the data received in electronic form on the customer's service operation in the Enterprise using the virtual terminal, the Bank shall transfer money to the bank account of the Enterprise specified in Application 1.

The Bank shall credit money to the specified bank account of the Enterprise after deducting its fee from the transfer amount according to the established tariffs.

4.3. The Bank in accordance with the Terms and Conditions, the Accession Agreement, according to the tariffs charges a fee when the Enterprise conducts transactions through the virtual terminal.

4.4. The Bank's tariffs (fees) are available on the Bank's website at the following e-mail address: www.halykbank.kz.

The following basic financing terms under the product “Goods on credit/in installments” are possible⁶:

- 3-month installment;
- 6-month installment;
- loan;
- other terms (if any).

It is also possible to activate promotional financing terms within the framework of the product “Goods on credit/in installments”¹:

¹ United States of America

² European Union

³ FATF – Financial Action Task Force on Money Laundering. An intergovernmental organization that develops global standards for combating money laundering and terrorist financing (AML/CFT) and assesses the compliance of national AML/CFT systems with these standards.

⁴ UN (United Nations) - an international organization established to maintain and strengthen international peace and security, to develop cooperation between states.

⁵ Coercive measures of a political, diplomatic or economic nature imposed by an international organization, the government of a foreign state or an authorized governmental body of a foreign state, imposing a partial or total ban on trade, financial and other operations/payments/transfers with the sanctioned individuals or entities, state/territory and/or its residents

⁶ Basic financing terms and rates are available on the Bank's website at www.halykbank.kz.

- 12-month installment;
- 24-month installment;
- other terms (if any).

The Bank may unilaterally amend the terms and tariffs stipulated herein. No addendum shall be concluded. The Bank shall notify the Enterprise about amendments to the terms and tariffs according to the procedure stipulated by the Accession Agreement.

4.5. Transfer of money on the conducted transactions under the product “Goods on credit/in installments” is performed by the Bank within 3 (three) business days from the date of the transaction, less the Bank's fee specified on the Bank's website at the e-mail address: www.halykbank.kz, to the bank account of the Enterprise specified in the Application 1.

The Bank may unilaterally amend the term of money transfer for transactions made under the product “Goods on credit/in installments”. No addendum shall be concluded. The Bank shall notify the Enterprise about amendments to the term of money transfer in accordance with the terms and conditions of the Accession Agreement.

Article 5: Cancellation/refund of purchase

5.1. In case of canceling/refunding the purchase purchased from the Enterprise, the Enterprise shall perform the operation “cancel/refund the purchase” using the virtual terminal. If due to technical reasons it is impossible to perform this operation, the Enterprise shall send a letter to the Bank within 2 (two) business days from the moment of error detection with a request to refund the operation. In this case, the Enterprise shall ensure availability of money on the bank account for repayment of the refund amount. The Bank only according to the original details of the transaction shall make refund by the letter of the Enterprise.

5.2. Cancellation/refund of the purchase is performed within 14 calendar days from the date of formation of the loan agreement between the Bank and the buyer, respectively, from the date of issue/provision of the goods/service by the Enterprise. Transfer of money in case of cancellation/refund of the purchase under the product “Goods on credit/in installments” is made by the Bank within 3 (three) business days from the date of transaction or from the date of receipt by the Bank of the letter from the Enterprise regarding the need for cancellation/refund, less the Bank's fee, to the bank account of the Enterprise specified in the Application 1.

5.3. In case of the buyer's request after the expiration of 14 calendar days from the date of purchase from the Enterprise, the cancellation/refund of the purchase will not be available.

5.4. In case of purchase cancellation/refund operation, the fee withheld by the Bank shall be refunded to the Enterprise's bank account specified in Application 1.

5.5. When canceling/refunding a purchase, the status of the transaction is changed to “Canceled”.

5.6. The loan agreement concluded between the Bank and the buyer shall be transferred to “Loan Waiver” status upon cancellation/refund of the purchase.

When the buyer contacts the Bank for a cancellation/refund operation, the Bank will advise the buyer to contact the Enterprise for the operation.

Article 6. Validity, form of the Terms

6.1. These Terms and Conditions shall become effective for the Enterprise and the Bank from the date of receipt by the Enterprise from the Bank of the Confirmation 1.

6.2. Upon the Enterprise's accession to the Terms and Conditions, it shall become an integral part of the Accession Agreement and shall remain in force during the term of the Accession Agreement, unless the Terms and Conditions are terminated prior to the expiry of the Accession Agreement.

¹ The promotional terms, tariffs and the promotional period are available on the Bank's website at the e-mail address: www.halykbank.kz.

6.3. The Bank may withdraw from the Terms and Conditions by notifying the Enterprise thereof not later than 10 (ten) business days prior to the termination date specified in its notice. The Bank may shorten the term for notification up to 1 (one) business day depending on the circumstances that may serve as grounds for the Bank to terminate the Terms, including in case of receiving complaints from the customers against the Enterprise regarding the quality and/or untimely receipt of goods/services, cases stipulated in clause 3.2 hereof.

The Enterprise has the right to withdraw from the Terms and Conditions, including in case the Bank introduces amendments to the Accession Agreement, the Terms and Conditions, tariffs, by submitting an application to the Bank to disconnect the Enterprise from the product “Goods on loan/ installment” within Halyk installment process. The day of termination of the Terms and Conditions in this case shall be the day of receipt by the Enterprise from the Bank of the confirmation of disconnection of the Enterprise from the product “Goods on credit/in installments” within Halyk installment process.

Termination of the Terms and Conditions shall not result in termination of the Accession Agreement. Termination of the Accession Agreement shall result in termination of the Terms and Conditions.

Upon termination of the Terms and Conditions, the Bank and the Enterprise agree on the date on which the transactions will be terminated. The Bank and the Enterprise shall also make mutual settlements and settle other issues, as they deem necessary.

If the Bank refuses the Terms and Conditions in case of receiving complaints from customers against the Enterprise regarding the quality and/or untimely receipt of goods/services, in cases stipulated in clause 3.2 hereof, the Bank may immediately disconnect the Enterprise from the product “Goods on credit/in installments”.

6.4. The Terms and Conditions are available on the Bank's website at the e-mail address: www.halykbank.kz in the state and Russian languages. The Terms and Conditions in both languages have the same legal force for the Bank and the Enterprise.

The Bank

Halyk Bank of Kazakhstan Joint Stock Company (full name),

Halyk Bank JSC (short name)

address:

BBIN _____

BIC HSBKKZKX _____

Residency indicator – 1:

Economic sector code – 4:

Tel.: _____