

Welcome!

We are pleased to welcome you to Homebank.kz online banking.

Please read Homebank Financial Portal Services Accession Agreement.

Homebank Financial Portal Services ACCESSION AGREEMENT (the “Agreement”)

1. Terms and definitions:

- 1) **Auto-payments/auto-transfers** – automatic service: The Bank makes payments and transfers on behalf of the Customer;
- 2) **Authorization service** – the Bank’s service for remote Customer authentication.
- 3) **Authentication data** – a unique identifier (Trusted Number) and password of the Customer used to access Homebank Financial Portal.
- 4) **Bank** – Halyk Bank JSC.
- 5) **Issuing bank** – an entity issuing cards.
- 6) **Banking operations** – payment and transfer operations using Customers' bank accounts, deposit operations performed by the Bank on the basis of a license to conduct banking and other operations, using the necessary software of the Bank. For the purposes of these Rules, banking operations also include certain other operations that are permitted for banks by the legislation of the Republic of Kazakhstan, which are also performed by the Bank on the basis of a license to conduct banking and other operations;
- 7) **Biometrics** - information characterizing the physiological characteristics of a person, on the basis of which its identity can be established: digital photography, fingerprints, images of the iris of the eye, and other biometric personal data;
- 8) **Verification** – a set of actions performed by the Customer to confirm their phone number in order to receive banking services in the system;
- 9) **Cardholder** – an individual in whose name the card was issued by the Bank or another issuing bank.
- 10) **Trusted device** – a mobile device on which the Customer has installed Halyk Mobile App and/or the Partner's Mobile App, providing access to the Services via SDK Halyk Widget. The status of a trusted device is determined based on the results of a verification procedure, which excludes the possibility that another person has undergone the procedure instead of the Customer;
- 11) **Trusted number** - the Customer's mobile phone number used for registration and connection to Homebank financial portal. The Trusted Number may be used by the Bank for information and financial interaction with the Customer;
- 12) **Identified Customer** – a Registered Customer of the Bank who has been identified at the Bank outlet, either on Homebank Financial Portal, or through Homebank authorization services, who has confirmed personal data and has any banking product. Customers of this type are able to use Homebank to the fullest extent.
- 13) **Verification tools** – verification/authentication methods built into a mobile device, such as:
 - **a scanner of the three-dimensional shape of a person's face (Face Unlock technology on Android, Face ID from Apple);**
 - **a fingerprint scanner (e.g., Touch ID for Apple, touch scanners for Android);**
 - iris authentication;
- 14) **Card** – a payment card issued by the Bank or another issuing bank;
- 15) **The Customer** – an individual who has acceded hereto
- 16) **Partner’s Mobile App** – partner software installed on a mobile phone and/or tablet computer, and/or other device integrated with the Services via SDK Halyk Widget;

- 17) **Halyk Mobile App** – the Bank's software installed on a mobile phone and/or tablet computer, and/or other device that supports the installation of the Bank's software and allows the Customer to send Orders and Instructions to the Bank to receive the Bank's Services;
- 18) **IPS (international payment systems Visa International or MasterCardWorldwide and others)** – a system of settlement participants and agents thereof, united by certain rules and building relationships based on the use of payment card technology. The payment system establishes a certain set of rules, software and hardware for transferring money from one party to another.
- 19) **Unauthorized Customer** – a Customer who has not registered with Homebank, has not confirmed personal data at the Bank outlet, and does not have any banking product. Customers of this type can make payments and transfers within the services available. Customers of this type are subject to restrictions on a number of services as determined in Homebank.
- 20) **Unidentified Customer** – a registered Customer who has registered with Homebank, has not confirmed personal data at the Bank outlet, and does not have any banking product. An Unidentified Customer is the owner of an e-wallet, can make payments and transfers within the services available. Customers of this type are subject to restrictions on a number of services as determined in Homebank.
- 21) **OTP (one-time password)** – a unique 4-digit code received by the Customer on a trusted number or via push notifications to establish their identity for the purpose of unambiguously confirming their rights to receive banking services and confirming financial transactions in Homebank system;
- 22) **Partner** – an individual and/or legal entity that has entered into a cooperation agreement with the Bank, under which the Bank's Information System interacts with the Partner's Mobile App;
- 23) **EPAY Platform** (the “Platform”) - a digital electronic payment platform that enables Customers to conduct payment transactions using payment instruments, including those issued by the Bank and other Partners. The Platform is integrated with various external and internal services, including Halyk ID authentication and authorization system, which provides secure identification of the Customer on the Platform for the purpose of making electronic payments through the Platform. The Platform provides authorized Customers with access to payment cards, accounts, and other products issued by the Bank through Halyk ID, as well as the ability to conduct payment transactions through the Platform as part of the functionality of Halyk mobile application.
- 24) **Receiving services on Homebank Financial Portal** – performing of any actions by the Customer to manage the User Account, give Instructions, obtain information about executed Instructions, as well as other services provided by the Bank as part of the portal servicing.
- 25) **Order** – Customer's instruction submitted to the Bank and containing information on acceding to the Agreement, and Customer's order to the Bank for the provision of the Bank Services on the basis of the information provided by the Customer.
- 26) **Merchant** – an individual conducting entrepreneurial activities without forming a legal entity, or a legal entity being a commercial organization that has entered into an agreement with the Bank on accepting payments through Homebank Financial Portal.
- 27) **Instruction** – an operation for the formation, certification and transmission by the Customer to the Bank of an instruction to make payments and/or transfer money.
- 28) **Registration Certificate** – an electronic document issued by the certification center to confirm the compliance of an electronic digital signature in accordance with the requirements of the legislation of the Republic of Kazakhstan;
- 29) **Registration** – the procedure for the Customer to provide information and personal data to the Bank in order to accede to this Agreement. The Registration procedure is determined by the Bank.
- 30) **Bank's Website** – a network Internet resource at <https://halykbank.kz> .
- 31) **Bank Service(s)** – a set of telecommunications, digital and information technologies, software, and equipment that enable the Bank to provide services using the Partner's Mobile App;
- 32) **Homebank Wallet System** – the Bank's electronic money system that enables the Customer to make payments to retail/service companies providing goods and services, as well as to perform other transactions under the terms and conditions of the Homebank Wallet System Agreement;
- 33) **Parties** – the joint name of the Bank and the Customer.
- 34) **Tariffs** – a document that forms an integral part of the Agreement and contains information on the amount and rules for accruing fees, posted on the Bank's Website. Within provision of services, the Bank withholds a fee from Customer's bank account by direct debiting of Customer's bank account, and the Customer agrees to the withdrawal by the Bank of fee amounts by direct debiting of the bank account.

If the Customer holds a card of another Issuing Bank, the Bank shall withdraw the amount of the fee by sending a payment request to the Issuing Bank.

35) **Certification center** - certification center of Halyk Bank JSC;

36) **Bank Services** – services for conducting of transactions provided by the Bank to the Customer using Homebank Financial Portal.

37) **User Account** – an entry in the Bank’s information system, which records the information about the Customer and is identified with the Trusted Number indicated during registration.

38) **Homebank Financial Portal** – an electronic system (including Services) controlled by the Bank and that provides the Customer with the following services:

forming and sending Instructions;

collection, processing, storage and provision of information on executed Instructions;

other transactional, information and banking services rendered through the Bank’s Website, Halyk Mobile App and/or SDK Halyk Widget;

registration center for EDS issue;

access to the financial portal is provided to individuals:

in Halyk mobile app;

in the Partner's mobile app via SDK Halyk Widget;

39) **Electronic Digital Signature (the “EDS”)** – a set of electronic digital symbols created by means of an electronic digital signature and confirming the authenticity of an electronic document, its ownership and the invariability of its content. The EDS is equivalent to the handwritten signature of the signatory and entails the same legal consequences;

40) **Electronic document** – a document wherein the information is presented in electronic digital form;

41) **Homebank E-Wallet** – a microprocessor (chip), software of a personal computer, other software and hardware that stores electronic money and/or provides access thereto;

42) **Halyk ID** - an authentication and authorization service provided by the Bank, implemented through Halyk Mobile App, which ensures secure identification of the Customer in the software of Partners and the Bank and provides access to their services. Halyk ID is also used as a security measure for authorizing payment transactions.

43) **QR code (Halyk QR)** – a payment instrument in the form of a two-dimensional image containing details for performing banking operations. Scanning the QR code in Halyk mobile app and/or in SDK Halyk Widget is an indication by the Customer to perform a banking operation;

44) **SDK Halyk Widget** – the Bank's software that enables the integration of Services with the Partner's Mobile App.

2. General Provisions

2.1. Under this Agreement, the Bank shall provide the Customer with the opportunity to use the services of Homebank Financial Portal (“Homebank”) in accordance with the terms of the Agreement. The service can be used by all Holders of cards issued by Halyk Bank JSC, as well as by other Issuing Banks.

2.2. The Customer’s consent to the terms of the Agreement is represented by:

- the signing by the Customer of a respective application for accession to the Agreement when visiting the Bank in person;

- performing remotely by the Customer of the actions to register the User Account, or any actions aimed to receive the Bank’s Services without registering the User Account.

2.3. Following the registration of the user account, a customer can become an Unidentified or Identified Customer of the Bank.

2.4. The User Account is registered remotely through the Bank’s Mobile App and/or SDK Halyk Widget or via Homebank authorization services in the following order:

- read the terms and conditions of this Agreement;
- enter the Trusted Number in the proposed form;
- enter the OTP in the proposed form;
- enter IIN;
- complete the verification procedure;
- give your consent to video/audio recording;

- (optional) at the request of the system, undergo the biometric identification procedure (Liveness) – for this, the Customer must make a certain number of gestures requested by the system, keeping the face in the focus of the smartphone camera;
- (optional) at the request of the system, scan an identity document – for this, the Customer must place the document in the focus of the smartphone camera so that it falls into the frames outlined on the screen (first the front side of the document, then the back side);
- (optional) if it is impossible to undergo the Liveness procedure, undergo a video interview (the video call will start automatically by the decision of the system);
- set a 4-digit access code to log in to Halyk Mobile App and/or a 6-digit access code in SDK Halyk Widget (with confirmation of entry);
- the Customer ensures the correctness, completeness, relevance and reliability of the information provided;
- the Customer shall be responsible for the unlawful use of third-party data during identification in the system.

2.5. Account registration at the time of the Customer's personal presence at the Bank (if the Customer has not registered remotely on their own) is carried out upon the Customer signing the relevant application for accession to the Agreement. To access the Homebank Financial Portal, the Bank sends a temporary password to the Trusted Number of a Customer who has joined the Agreement in person at the Bank, which the Customer can use to log in to the Homebank Financial Portal for the first time. The Customer shall change the temporary password after the first login to the Homebank financial portal. The password can only be changed in Halyk Mobile Application in the “Menu” section.

2.6. When registering a Homebank account, the Bank may offer the Customer a payment card, subject to the Customer's agreement and signing of the relevant application.

2.7. The list of transactional, information and banking services and other services provided on Homebank Financial Portal:

- making payments from current accounts and electronic wallets of Customers for a number of services (utilities, educational, telecommunications services, and others);
- making transfers depending on the mode of their availability in the Bank's software;
- creating, changing or cancelling standing orders to the Bank on weekly/monthly/daily payments at a future date (Auto-payment, Auto-transfer);
- currency conversion when making transfers between own accounts opened with the Bank;
- generation of a code for withdrawing money via the Bank's ATM network without a card (Cash by Code service);
- card-to-card transfer by the recipient's mobile number;
- transfer from the card to the recipient's mobile number within the IPS;
- displaying detailed information on cards and current accounts;
- viewing the e-wallet balance;
- obtaining information on available deposits and loans;
- receiving statements of cards, accounts, including savings accounts, including loan repayment schedule;
- viewing the history of payments and transfers made through Homebank;
- registration of applications (for issuing/reissuing a card, issuing an electronic wallet, opening a deposit, a current account, granting a loan, issuing/revoking of an EDS, receiving LSPP, etc.);
- removal/setting limits on card transactions, limits on cash withdrawals via ATMs and online transactions;
- activation and deactivation of the “Notification” service.
- execution of an application for accession to the brokerage service agreement, submission to the Bank of applications, orders, other documents, and information provided for in the brokerage service agreement;

▪ The Customer agrees that the Bank may restrict access to certain banking services in SDK Halyk Widget, depending on technical capabilities and the terms and conditions of cooperation with the Partner.

2.8. The maximum term for the provision of banking services is established in accordance with the terms of the Accession Agreement on Current Account of an Individual, including when its conditions are contained in the Accession Agreement on the Issue and Maintenance of a Payment Card, in accordance with the terms of the Accession Agreement on Bank Deposit of an Individual, as well as in accordance with

the terms of any other agreement whereby the Bank or another bank has opened a bank account for the Customer and/or provides payment services to the Customer.

2.9. On Homebank Financial Portal, the Customer receives a notification about the status of the transaction. After the transaction is completed, the following information is displayed at the result stage: in case of an unsuccessful transaction, an error text is displayed, in case of a successful transaction – a text is displayed informing that the application has been accepted for work. The Customer can get acquainted with the detailed information on the transactions performed in the archive of payments and transfers. Notification for all requests for a transaction is reflected in the archive, with an indication of the request status. It is also possible to get a receipt on the transaction made, by sending it to e-mail immediately after the transaction is completed. The receipt contains basic information on the transaction and the electronic stamp of the Bank. To receive an official confirmation of the transaction, the Customer should contact the Bank outlet.

2.9–1. The Bank may suspend/terminate the provision of banking services on the grounds provided for herein, the Individual Current Account Agreement, the Payment Card Issue and Service Agreement, the Individual Bank Deposit Agreement, and other agreements that involve the receipt of banking services through Halyk Mobile App and/or the SDK Halyk Widget. The procedure and form of notification of the suspension or termination of the provision of banking services by the Bank are established by the agreements specified in this clause, including through the sending of push notifications/SMS messages.

2.10. The Bank provides additional security for the Customer's Account by introducing verification and setting the Trusted Device feature for the mobile device used to log into Halyk Mobile App and/or SDK Halyk Widget. The specified feature is set on the basis of the verification procedure results, which excludes the possibility that another person has gone through the procedure instead of the Customer. When the Trusted Device feature is set, the session is divided according to the session levels in Homebank:

- Light level – Homebank session from a device that is not a Trusted Device, which restricts the limits on transactions;
- Normal level – Homebank session from a Trusted Device, which provides extended transaction limits.

2.11. During the registration process in Halyk Mobile App and/or in SDK Halyk Widget for a new Customer or re-registration of a Customer, one of the following verification methods is offered:

The Customer goes through a biometric identification (Liveness) procedure via Halyk Mobile App and/or SDK Halyk Widget. Upon completion of this procedure, the device from which the verification procedure was successfully completed acquires the status of a Trusted Device, and the customer receives Normal level access.

The Customer contacts the video verifier, which carries out standard verification procedures. In case of successful completion of the verification procedure, the device from which the video call was made becomes the Trusted Device.

2.12. Brokerage services are regulated by separate internal documents of the Bank, including the brokerage services agreement.

2.13. After successful authentication on the Platform using Halyk ID, the User is automatically granted access to the list of their payment cards issued by the Bank.

The User selects a specific card for making a payment independently via the Platform's user interface, which automatically displays the primary card specified in Halyk mobile app.

2.14. The Parties have agreed that the Bank may use the customer's digital documents to provide banking services and transfer images of digital documents to the Bank's partners to enable customers to receive services provided by partners in cooperation with the Bank.

3. Rights and Obligations of the Parties

3.1. The Customer shall be entitled to:

- make transactions via Homebank on the conditions stipulated by the Agreement;
- demand from the Bank the proper fulfilment of obligations under the Agreement;
- the Customer may, in the absence of claims against him/her from the Bank under the terms

of this Agreement, repudiate the Agreement by submitting a written application to the Bank. In this case, the Customer ceases to form and send instructions to the Bank, to make other transactions related to electronic payment services. At the same time, all previously issued applications and instructions of the Customer shall be processed by the Bank in a regular mode, unless there are obstacles for this in accordance with the legislation of the Republic of Kazakhstan and the terms of the Agreement.

3.2. The Customer shall be obliged to:

- pay the fee for transactions in accordance with the Bank's Tariffs effective on the day of payment;
- if it is necessary to make a payment, ensure a sufficient amount of money in the bank account for payment, transfer and making a payment and commission fees in accordance with the current Tariffs of the Bank;
- not disclose/transfer to other persons the information about own authorization parameters (Trusted number, password, OTP). All costs and losses that may arise in connection with the disclosure/transfer by the Customer to other persons of information about own authorization parameters, the code for withdrawing cash via an ATM without a card, shall be borne solely by the Customer, and the Bank is not obliged to reimburse such costs and losses;
- immediately inform the Bank upon detection or suspicion of unauthorized access to the Customer's bank accounts via Homebank, Halyk Mobile App and/or SDK Halyk Widget, in order to block access to transactions;
- immediately inform the Bank in the event of theft or loss of the Trusted Device;
- comply with the recommendations for safe work and the rules of using Homebank, after each working session, ensure that all sessions of the Internet connection are closed;
- not make payments and (or) money transfers related to Customer's entrepreneurial activities, transactions aimed at systematic making of profit or concealment of income, as well as foreign exchange transactions requiring a registration certificate, a notification certificate and assignment of a contract tracking number. The Customer is aware of the criminal and administrative liability for carrying out entrepreneurial activities without registration or in violation of registration rules, in violation of licensing requirements and conditions, as well as in violation of the requirements of the legislation of the Republic of Kazakhstan.
- provide the Bank with its consent to the collection and processing (including accumulation, storage, modification, addition, use, distribution and destruction) by the Bank in any way in accordance with the Bank's internal rules and procedures of any information about the Customer, including his/her personal data, when providing services to the Customer through Homebank system;
- provide the Bank with reliable information for contacting the Customer, and in case such information changes, immediately provide the updated information. The obligation of the Bank to send the Customer notifications provided for by legislation shall be deemed fulfilled when notifications are sent in accordance with the information available to the Bank for contacting the Customer.

3.3. The Bank shall be entitled to:

- unilaterally change the scope of services and establish restrictions on Services provision without prior notice to the Customers;
- unilaterally change the Tariffs notifying the Customer thereon on the Bank's Website. In this case, the Customer is entitled repudiate the Agreement without any penalties being imposed by the Bank;
- set limits on the amount for money transfers in favour of third parties and on payments made in favour of Merchants, in order to prevent fraudulent transactions and protect the Customer from unauthorized access to the account, as well as independently determine authentication methods to confirm such transactions in Homebank system;
- temporarily suspend the operation of Homebank system to change the software and carry out preventive maintenance;
- the Bank may refuse the Customer to execute the Instruction using Homebank by a corresponding notification in the mobile app, including in the event of reasonable doubts about the legality of the Customer's actions. In this case, the Bank is entitled to demand from the Customer the following: submission of documents indicating the data identifying the Customer, submission of additional information about the Customer's activities. In case the Customer refuses to provide such information, the Bank may block the User Account;
- refuse to establish business relations with the Customer if it appears to be impossible to take due diligence measures provided for by the current legislation of the Republic of Kazakhstan and/or by internal documents of the Bank, as well as if there are suspicions that the Customer uses the business relationship for the purpose of legalization (laundering) of illegally gained income or financing of terrorism, as well as in violation of the requirements of international economic sanctions;
- require the Customer (or its representative) to provide information and documents necessary to identify the Customer (or its representative), as well as information about tax residency, type of activity, and source of funding for the transactions being carried out;

- require the Customer (its representative) to provide other information and documents stipulated by the Bank's internal regulatory documents and procedures on anti-money laundering and combating the financing of terrorism and/or in compliance with the requirements established by international economic sanctions;
- refuse to carry out the Customer's transaction in case of detection of unusual/suspicious transactions aimed at money laundering and the financing of terrorism, as well as a transaction subject to international economic sanctions or aimed at evading international economic sanctions;
- refuse to carry out the Customer's transaction if the Bank suspects that the Bank is used for the purposes of money laundering and the financing of terrorism, as well as for the purposes of violating/avoiding the requirements of international economic sanctions;
- suspend execution of debit transactions on the account in case of suspicion that such transactions are made for the purposes of money laundering and terrorism financing, as well as for the purposes of violating/avoiding the requirements of international economic sanctions;
- execution of the Customer's payment instructions in connection with the above sanctions;
- refuse to execute or terminate any transaction of the Customer if, in the opinion of the Bank, there is a violation of or attempt to violate the security procedure of Homebank system;
- provide information on the payment and (or) transfer made to law enforcement agencies and the National Bank at the request thereof;
- the Bank may refuse the Customer in using Homebank if the Customer violates the terms of this Agreement or on other grounds stipulated by the legislation of the Republic of Kazakhstan;
- unilaterally and extrajudicially amend the Agreement by publishing the text of the amended Agreement on the Bank's Website, no later than 10 (ten) calendar days prior to the date of their entry into force, and also may terminate business relations on the part of the Bank. Failure to receive by the Bank from the Customer a written notice of repudiation of the Agreement due to disagreement with the amendments made to the Agreement shall represent the Customer's consent to the new (amended) version of the Agreement, and such amendments to the Agreement shall come into force on the day stated in the Bank's publication. In this case, a supplementary agreement to the Agreement is not concluded, no other written confirmation of the Customer's consent is required;
- in case the Customer breaches the obligations stipulated hereby, the Bank may block the Customer's access to the use of Homebank for the period of elimination by the Customer of the breach, including, but not limited to, the provision of documents and/or personal information at the request of the Bank;
- terminate business relations with the Customer by unilateral refusal to perform the Agreement in the following cases:
 - in the course of studying the transactions, the rise of suspicions that the Customer uses the business relationship for the purpose of legalization (laundering) of illegally gained income or financing of terrorism;
 - repeated refusals to conduct debit transactions on the bank account or suspension of all transactions on the Customer's bank accounts;
 - the existence of sanctions against the Customer imposed in accordance with the jurisdiction of any country (for example, US, UN, UK and others) or an international organization (including, but not limited to, the FATF, the United Nations and others);
 - the Bank has reasons to believe that the Customer's transactions are subject to international economic sanctions or are aimed at evading international economic sanctions;
 - the cases provided for by the Bank's internal regulations and procedures on combating the legalization (laundering) of illegally gained income and the financing of terrorism.
 - in case the Bank receives information about the Customer's death - block the Customer's access to Halyk Mobile App and/or SDK Halyk Widget.
 - collect and store Customer's mobile device data, including IP address, GPS coordinates (geolocation data), mobile device identifiers (including but not limited to: brand, operating system and its version, and other similar identifiers);
 - not to provide banking services on Homebank financial portal, as well as to refuse to provide them if the Customer refuses to provide the Bank with permission to access its geolocation in the settings of the operating system of its device when requested by the Bank, if the provision of the service requires the establishment of the Customer's location. Such service will be rendered by the Bank from the moment the Customer grants the Bank permission to access its geolocation.

3.4. The Bank shall be obliged to:

- after registering the Customer with Homebank, ensure the proper functioning of Halyk Mobile App and/or SDK Halyk Widget which the services are provided through;
- notify the Customer about the ongoing technical works that may interrupt access and prevent the Customer from making transactions in Homebank, by posting relevant information on the Bank's Website and in Halyk Mobile App;
- execute Customer's instructions, subject to compliance by the Customer with the terms and conditions of the Agreement, as well as the requirements of the current legislation of the Republic of Kazakhstan;
- keep Customer's transactions confidential, and provide information thereon to third parties only in cases and within the limits provided for by the current legislation of the Republic of Kazakhstan and the Agreement;

3.5. The Parties undertake not to make illegal financial transactions, illegal trade, transaction on legalization of illegally gained income and terrorism financing, and any other transactions that violate the legislation of the Republic of Kazakhstan, through Homebank.

3.6. The Customer agrees that the Bank records registration certificates on the crypto key device, which is to be stored on the Bank's servers and used by the Customer in the course of relevant transaction.

3.7. The Customer agrees that in case of failure/refusal to provide banking services on Homebank financial portal on the grounds stipulated in clause 3.3 of the Agreement, banking services shall be provided after the Customer activates the geolocation function on its mobile device.

4. Confidentiality and Security

4.1. The Parties shall take all necessary measures to secure and protect the information and documents exchanged in Halyk Mobile App and/or SDK Halyk Widget.

4.2. All procedures to ensure the protection of information are performed on the Customer's personal devices (computer, smartphone or tablet), on the Internet and on the Bank's servers.

4.3. The confidentiality of data exchanged between users and the Bank via Homebank channels is ensured by data encryption. Data between the Customer and the server is transmitted over an encrypted channel at the transport level.

4.4. Homebank users are authenticated through authorization by login (Trusted number) and password. The use of Authentication Data provides verification of the authenticity of an electronic document and identity document of the person who signed it, as well as is equivalent to the use of handwritten signatures, in accordance with the requirements of the legislation of the Republic of Kazakhstan.

4.5. Customer's Instructions are authorized as follows:

- by entering by the Customer of the authentication data
- using a mechanism for confirming the transaction with a OTP;
- using 3DSecure;
- through EDS;
- using biometrics;
- using verification tools;
- by pressing the "Confirm", "Pay" button and/or other actions provided by the interface of the Platform and/or Halyk mobile app and/or SDK Halyk Widget;
- Halyk ID upon authorization on the Platform.

Performance of the above actions is recognized as a proper confirmation of the Customer's intention and is a sufficient basis for the Bank to execute the Customer's Instruction. By confirming the Instruction in the above-mentioned ways, the Customer expresses its consent to:

- terms and conditions of respective payment transactions;
- transfer of necessary personal and payment data to third parties to the extent necessary for execution of the Customer's Instruction.

4.6. The Customer undertakes to independently take all necessary measures to maintain confidentiality, prevent unauthorized use, and protect Authentication Data from unauthorized access by third parties. The Customer undertakes to independently install anti-virus software on technical devices and maintain timely updates thereof.

4.7. If a suspicion arises that the card details, Authentication Data, Trusted Number could have been lost, the Customer must immediately notify the Bank by calling the Contact Center the phone numbers whereof are at the bottom of the Website page, by dialing a short number from a mobile phone, or make a

Skype call, and block the card. Upon the oral application, the Bank will take measures to block the card and/or the option to use the User Account.

4.8. The Bank undertakes to monitor the confidentiality of the Customer's personal data. The Bank undertakes not to use or disclose information identifying the Customer for purposes not related to processing of documents or settlements with the Customer. Disclosure of information is allowed only in cases the Customer was informed of in advance at the time of receipt of such information therefrom, or with the consent of the Customer himself.

4.9. If the Bank suspects unauthorized access of third parties to the Account, the Bank is entitled to block the User Account with/without notifying the Customer thereon.

4.10. The Bank is entitled to develop and implement additional security measures to use Homebank at any time, without further notice to the Customer. The Bank shall post on the Bank's Website and/or Halyk mobile app and/or SDK Halyk Widget on the introduction of such additional security measures and the actions of the Customers to be taken in connection with the introduction of such measures.

4.11. The Customer agrees that the Authentication Data used by the Customer to access Homebank financial portal can also be used by the Customer when authorizing on other services (websites) belonging to the Bank's subsidiaries being the part of Halyk Financial Group (the "Organizations"), as well as to partners of the Bank within the projects implemented jointly with the Bank (the "Partners"), in order for the Customer to gain access to the electronic trading platforms of Organizations, Partners, integrated with Homebank financial portal, on which entrepreneurs post information about the goods and services they sell. The Customer agrees to provide Organizations, Partners with access to the Customer's Authentication Data in order to be authorized on the services (websites) of Organizations, Partners.

4.12. In order for the Bank to have the opportunity to receive insurance reports in relation to the Customer from a unified insurance database, and to inform the Customer about the expiration of the insurance contracts, the Customer agrees to:

- collection, processing of personal and/or other data of the Customer, and for the transfer of this data to the credit bureau;
- provision to credit bureaus with a limited access insurance report about the Customer;
- receipt by the Bank of a limited access insurance report about the Customer;
- transfer of insurance report, incl. a limited access insurance report, to organizations belonging to Halyk group (the Bank and its subsidiaries).

4.13. The Customer provides the Bank with consent to partial disclosure of the information about the Customer's bank secrecy (namely, that the latter is a Customer of the Bank), to Organizations and Partners, within the projects implemented by Organizations and Partners jointly with the Bank.

4.14. The Customer agrees to the collection and processing of the Customer's personal data by the Bank, Organizations, Partners, in order to conclude and perform the Agreement, for the Bank and (or) Organizations and (or) Partners to provide banking and other services, incl. in connection with the provision to the Customer of ways to ensure the fulfilment of obligations to the Bank, disclosure within the relations with the Bank of information on the ultimate owners of shares (participation interests) of legal entities, of which the Customer is a shareholder (participant), representation within the relations with the Bank of interests of legal entities and (or) individuals, as well as in other cases when, in accordance with the legislation of the Republic of Kazakhstan and (or) internal documents of the Bank and (or) Organizations and (or) Partners, it becomes necessary to collect, process the Customer's personal data, including but not limited to those related to: notifications and sending of requirements; informing, incl. on the services of the Bank and (or) Organizations and (or) Partners; requesting and receiving data and information; debt collection independently and with the involvement of third parties; assignment of rights of claim, transfer of debt; appeal for extrajudicial and judicial protection of the rights and interests of the Bank and (or) Organizations, execution of judicial and other acts; provision of personal data to government agencies and other persons (including those acquiring rights of claim or providing debt collection services), exchange of personal data between the Bank and (or) Organizations and (or) Partners; personal data is collected and processed by the Bank and (or) Organizations and (or) Partners in ways that do not contradict the legislation of the Republic of Kazakhstan, including, but not limited to, by cross-border transfer of personal data, incl. according to Article 16-3-1) of the Law of the Republic of Kazakhstan No.94V dated 21 May 2013 "On Personal Data and Protection thereof".

4.15. The Customer agrees to transfer/provide information about the Customer to credit bureaus regarding financial and other property obligations, and information that will be available in the future; to

issue a credit report prepared by the credit bureau and receive information available with credit bureaus, as well as the information which will be received by the credit bureau in the future; to collection, processing of personal, biometric and/or other data of the Customer and to transfer those data to credit bureaus; for the Bank to receive from government and non-government databases (the “GDB”) the information about the Customer, including the one that will be received by the GDB in the future; for the credit bureau to provide the Bank with information about the Customer in the GDB (both the information available and that to be received by the GDB in the future); for the credit bureau to receive information about the Customer from GDB operators/owners (both the information available and that to be received by the GDB in the future); to the provision of information about the Customer by GDB owners to the credit bureau, either directly or through third parties; for a legal entity that by resolution of the Government of the Republic of Kazakhstan carries out activities to provide public services in accordance with the legislation of the Republic of Kazakhstan, to provide information about the Customer to the credit bureau and the Bank through the credit bureau (both the information available and that to be received in the future); to transfer to Center for Development of Labor Resources JSC (the “CDLR”) the personal data and information that confirm the income thereof, in order to assess the Customer’s solvency; to obtaining from the CDLR and providing by the credit bureau to the Bank of Customer’s personal data and information that confirm the income, in order to assess the Customer’s solvency.

4.16. The Customer agrees to the transfer by the Bank of the Customer’s personal data and information related to bank secrecy, to law enforcement agencies, the authorized body for regulation, control and supervision of the financial market and financial organizations, to any government agencies, cellular operators, as well as State Technical Service JSC in case of revealing signs of theft of money from the Customer’s account (including by committing fraudulent actions), other illegal actions in relation to the Customer, as well as to prevent such illegal actions (including in the future) and localize the consequences of such actions.

4.17. On Homebank financial portal, the Bank is entitled to additionally request the Customer's consent for the Bank to perform certain actions, to receive or provide information and documents in relation to the Customer. The Customer’s consent in such cases is confirmed by means of an electronic digital signature, a one-time identification code (OTP), biometric identification, tapping the appropriate button (icon) on the screen of the Customer’s personal device (computer, smartphone, tablet, etc.), or by other means using elements of protective actions that do not contradict the legislation of the Republic of Kazakhstan.

4.18. The Customer agrees:

- to receive promotional mailings from the Bank to its Trusted Number;
- to use biometric data by the Bank as a method of identification (including voice impression).

4.19. The Customer shall ensure the confidentiality of the data used for authentication and authorization through Halyk ID and shall be fully responsible for all transactions made using his/her identification data on the Platform.

4.20. The Customer consents to the Bank to collect and process personal data, including IP-address, GPS-coordinates (geolocation data), identifiers (including but not limited to: brand, operating system and its version, as well as other similar identifiers) of the trusted device and agrees to the Bank's transfer of the said personal data to state authorities upon their official request.

5. Liability of the Parties

5.1. The Bank shall be liable for:

- unreasonable refusal to execute the Customer’s payment document. If the Customer has paid the service fee, the Bank shall indemnify the Customer for the damage in the amount of the fee paid by the Customer. If the Customer has not paid the service fee, the Bank shall indemnify the Customer for the damage in the amount of one monthly calculation index;
- making an unauthorized or erroneous payment or transfer through the fault of the Bank. In this case, the Bank shall indemnify the Customer for the damage in the amount of the service fee paid;
- improper execution of the Customer’s payment document through the fault of the Bank. The Bank shall pay the Customer a fine in the amount of one monthly calculation index;
- disclosure of information constituting banking secrecy, except for the cases of providing information expressly stipulated by the laws of the Republic of Kazakhstan, as well as cases stipulated by the Agreement.

To receive the amounts specified in the sub-clauses hereof, the Customer should submit an application to the Bank. After the Bank has considered the Customer's application, the amount can be paid by crediting money to the Customer's bank account indicated by or by issuing cash to the Customer.

5.2. The Bank shall not be liable for:

- the consequences of Customer's untimely submission to the Bank of an application to block the lost/stolen card;
- the consequences of disabling by the Customer of limits on card transactions made online, neither shall it reimburse the Customer for the amount of money withdrawn from the bank account in an unauthorized manner;
- the damage caused to the Customer as a result of connecting someone else's phone number to make transactions in Homebank; the damage caused to the Customer as a result of the transfer to third parties of the card details, Authentication Data, OTP sent to the Trusted Number of the Customer;
- the errors made by the Customer when filling out the Order for the provision of Services at the time of entering the parameters of the Bank's Services or entering incorrect details of the transfer recipient. In these cases, the Services are deemed to have been provided by the Bank to the Customer properly and in full accordance with the Agreement, and the Customer shall independently regulate further mutual settlements with an individual or legal entity to the account whereof the money was received as a result of the provision of the Services;
- crediting funds to the recipient's card or crediting to the recipient's details in violation of the terms and other requirements established by the International Payment Systems Rules, the Agreement and the legislation of the Republic of Kazakhstan, through the fault of another issuing bank or other persons.
- losses incurred by the Customer as a result of the Bank's compliance with the requirements of anti-money laundering and combating the financing of terrorism legislation, as well as the requirements of international economic sanctions;
- the Customer's operations performed on the Platform due to the loss of information about its data used for authentication and authorization on the Platform, including through Halyk ID.

5.3. The Customer shall be liable for:

- the consequences of untimely submission to the Bank of an application to block a lost/stolen card – in full amount of damage caused to the Customer;
- the consequences of disabling by the Customer of limits on card transactions made online – in full amount of damage caused to the Customer;
- the damage caused to the Customer as a result of connecting someone else's phone number to make transactions in Homebank – in full amount of damage caused to the Customer;
- the damage caused to the Customer as a result of the transfer to third parties of the card details, authentication data, OTP sent to the Trusted Number of the Customer – in full amount of damage caused to the Customer.

6. Consideration of Disputes

6.1. All issues, disagreements or claims arising from or in connection with the Agreement shall be subject to settlement by the Parties through negotiations. In the absence of mutual consent, all disputes and disagreements between the Parties shall be subject to consideration in the manner prescribed by the legislation of the Republic of Kazakhstan.

6.2. With regard to issues in dispute, the Customer should contact the Bank with a written request. Claims are accepted for consideration within 45 (forty-five) calendar days from the transaction date.

6.3. The term for considering a claim is as follows:

- on applications for consideration of a standard dispute in cases where additional information is not required – within fifteen calendar days upon receipt of the application;
- if additional study is required through obtaining additional information or conducting an inspection – within thirty calendar days upon receipt of the application, or in accordance with the requirements of the legislation.

7. Miscellaneous

7.1. The Customer ensures that all the terms and conditions of this Agreement are clear, and accepts these terms without reservations and in full.

7.2. The Customer ensures not using Homebank for purposes other than those specified in this Agreement and on the Bank's Website and/or Halyk Mobile App and/or SDK Halyk Widget.

7.3. The external presentation of information and guarantees of information presentation by the Bank do not guarantee the accuracy, adequacy or completeness of information and materials presented on

Homebank pages related to goods/works/services of third parties, including the text, graphics and others, neither is there the responsibility for errors or omissions of information. No warranty, indirect or direct, is given with respect to the information and materials, including, but not limited to, guarantees of non-infringement of the rights of a third party, suitability for a particular purpose and purity from computer viruses.

7.4. QR code technology (Halyk QR) may be used for banking transactions. Scanning a QR code in Halyk mobile application and/or in SDK Halyk Widget is the Customer's instruction to perform a banking transaction. When using QR code technology to accept and (or) disburse cash using devices functioning in automatic mode (ATM, electronic terminal and other devices), the Customer confirms the respective operation by pressing the QR code button in Halyk mobile app and/or SDK Halyk Widget and scanning the QR code on the screen of the device.

7.5. The external presentation of information and guarantees of information presentation by the Bank do not guarantee the accuracy, adequacy or completeness of information and materials presented on Homebank pages related to goods/works/services of third parties, including the text, graphics and others, neither is there the responsibility for errors or omissions of information. No warranty, indirect or direct, is given with respect to the information and materials, including, but not limited to, guarantees of non-infringement of the rights of a third party, suitability for a particular purpose and purity from computer viruses.

7.6. The Bank shall under no circumstances be liable for any damage, including, but not limited to, direct or indirect, intentional, accidental damage, the damage arising unknowingly or implied, for losses or expenses incurred in connection with Homebank Internet pages or use thereof by any person, or in connection with damage or work, error, omission, interference, delays in the operation or transmission of data, a computer virus or damage to a line or system, even if the Bank or its representatives are notified of the possibility of such damage, loss or expense.

7.7. All actions of the Customer are processed and recorded by the Bank according to the time of Astana.

7.8. For all questions related to the work of Homebank, the Customer can contact the Contact Center by phone number at the bottom of the Website page, by dialing a short number from a mobile phone, or by making a Skype call, for advice on using the system's functionality.

7.9. Third parties do not have the right to distribute information provided by the Bank on these pages and other materials on Homebank without the prior written consent of the Bank.

7.10. Due to the Customer's needs to obtain bank loans on a periodic basis, the Customer requests the Bank to send loan offers to the Customer. In this regard, the Customer consents to the Bank receiving a credit report and other information from a credit bureau, as well as to the credit bureau issuing such information to the Bank.