

## **Rules for Provision of Mobile Financial Services**

These Rules for Provision of Mobile Financial Services (Rules) govern the relationship between Operator and Subscriber arising when:

1. Operator sells and Subscriber buys the Electronic Money to be used by the Subscriber to make payments for civil transactions and for other operations, as well as set the procedure the Subscriber should follow when using the Operator's Technology System to make instructions on replenishment of the Electronic Wallet and other transactions involving electronic money;
2. Operator returns funds he received from a Subscriber as a prepayment for the mobile communication services and credited to their Personal Account back to the Subscriber's bank account and/or payment card, which may be used by the Bank to make payments under civil transactions based on the Subscriber's instruction.

### **1. Terms used in these Rules and their definitions**

**1.1. E-Money System Operator** – a legal entity that maintains the Electronic Money System, including the collection, processing and transmission of information generated during transactions involving electronic money, and also determines the rules of operation of the Electronic Money System in accordance with the agreement concluded with the issuer (s) of Electronic Money.

**1.2. Fraud** – unauthorized or illegal actions (performed using various technical methods) aimed at causing material damage to the Participants of the electronic money system, which may have a negative impact on the business reputation and operation of the Operator's network.

**1.3. Official websites** – Operator's websites and mobile applications, including, but not limited to [www.kcell.kz](http://www.kcell.kz), [www.activ.kz](http://www.activ.kz) and [mobimoney.kz](http://mobimoney.kz), websites and mobile applications of partners of the Electronic money system Operator providing access to Operator's Mobile Financial Services.

**1.4. QR code scanning** – method used to send Instructions, which involves reading a digital code using a scanner of a Subscriber terminal.

**1.5. QR code** – graphical interpretation of the digital code, implemented on the basis of ISO/IEC 18004: 2015 standard, containing encoded information about the Payment terms;

**1.6. Individual Payment Number** – the number provided electronically to the Subscriber by E-Money System Operator after the Subscriber's acquisition of E-Money by means of which the Subscriber can get the document confirming the acquisition of E-Money.

**1.7. Operator's website** – the information resource of the Operator of the electronic money system on the Internet [www.kcell.kz](http://www.kcell.kz) (for Kcell subscribers) and [www.activ.kz](http://www.activ.kz) (for activ subscribers).

**1.8. Public Agreement** – the Public Mobile Service Agreement signed between the Subscriber and the Operator under which Operator provides the telecommunication service to the Subscriber, other services of the Operator and third parties.

**1.9. Instruction** – 1) the Subscriber's instruction to carry out an E-Money transaction given to the Operator and implemented through the methods specified in par 7 hereof and (or) E-Money System Rules in accordance with the requirements of the current legislation; 2) the

Subscriber's instruction given in accordance with the requirements of the current legislation (also in the form of an Authorization request from the Bank) for the Operator to return funds the latter received from the Subscriber as a prepayment for the mobile communication services and credited to the Subscriber's Personal Account, and transfer those funds to the Bank. The funds transferred to the Bank are credited by the Bank to the respective bank account or a payment card account, including cards issued by the Bank in accordance with the documents of the Bank and Kazakhstan legislation.

**1.10. Mobile Financial Services (mobimoney)** – Operator's services involving the sales of E-Money to the Subscriber through the E-Money System; return by the Operator of funds to the Subscriber's bank account and/or payment card, which may be used by the Bank to make payments under civil transactions based on the Subscriber's instruction.

**1.11. Participants of E-Money System** – a natural or legal person who, in accordance with these Rules or E-Money System Rules or a contract, has a right or obligation to issue, transfer, receive, use, acquire, sell or redeem electronic money within the respective E-Money System.

**1.12. Technology System** – the Operator's System for processing of information and appropriate organizational and technical resources that enable the transfer of information between the Participants of E-Money System, and also the transfer of the Subscriber's Instructions.

**1.13. Limit** – the maximum amount per transaction or number of transactions by the E-Money owner during a certain period of time in accordance with the requirements established by the current legislation of the Republic of Kazakhstan.

**1.14. Authorization** – the process of verification (confirmation) of the Subscriber's rights to perform transactions involving E-Money.

**1.15. Supplier** – a person who provides services or sells goods to the Subscriber and to whom the latter makes a Payment with the use of E-Money or a payment card.

**1.16. Reimbursement of E-Money** – transaction whereby the Issuer exchanges E-Money received from their owner or subject to reimbursement without their presentation in cases stipulated by the laws of the Republic of Kazakhstan to their equal nominal value of money carried out in accordance with the Rules of System and the requirements of the legislation of the Republic of Kazakhstan.

**1.17. Payment** – the Subscriber's payment for goods and services of third parties (Suppliers) via E-Money System under the civil-law transactions between the Supplier and the Subscriber within the limits established by the legislation of the Republic of Kazakhstan.

**1.18. E-Wallet Top-up** – purchase of E-Money by the Subscriber from the Operator and their crediting to his/her E-Wallet as per the Subscriber's Instructions.

**1.19. E-Money Issuer / Issuer** – Kazkommertsbank Joint Stock Company that issues and reimburses E-Money in the E-Money System in accordance with the requirements of the legislation of the Republic of Kazakhstan. Provider of payment services who issues and redeems Electronic Money within the Electronic Money System in accordance with the requirements of the legislation of the Republic of Kazakhstan.

**1.20. E-Wallet** – microprocessor (chip), software of personal computer, other software and hardware facility in which E-Money is stored and / or providing access to it, which allows the Subscriber to make payments, transfers and other transactions with E-Money.

**1.21. E-Money** – unconditional and irrevocable liabilities of the Issuer in electronic form that are accepted as an instrument of payment in the E-Money System by other participants of E-Money System.

**1.22. E-Money System Rules** – rules established and agreed by the Issuer in accordance with the legislation of the Republic of Kazakhstan, governing the issuance, sales, purchase, acceptance, transfer, repayment and other transactions are performed involving E-Money; the System Rules are published on the Internet at [www.wooppay.com/files/2.pdf](http://www.wooppay.com/files/2.pdf) или <https://kempay.kz/ru/doc> или <https://asiapay.kz>.

**1.23. Web-site of System Operator** – information resource of the E-Money System Operator on the Internet (website of Wooppay E-Money system at [www.wooppay.com](http://www.wooppay.com), website of Kazevromobile E-Money system at [www.kempay.kz](http://www.kempay.kz), website of ASIAPAY Money system at <https://asiapay.kz>).

**1.24. E-Money System** – a set of software and hardware tools, documentation, and organizational and technical activities carried out by the E-Money System Operator required for effecting payments and other transactions involving E-Money, including Wooppay E-Money System, Kazevromobile e-money system, ASIAPAY e-money system.

**1.25. Bank** - a second-tier bank operating in the Republic of Kazakhstan under the legislation of the Republic of Kazakhstan, including, among other things, opening and maintaining bank accounts of legal entities and individuals.

**1.26. Authorization request** – a technical message sent by the Bank on behalf of the Subscriber to the Operator's information systems to return the amount overpaid by the Subscriber.

The terms without definitions and meanings in these Rules shall be interpreted in accordance with the definitions and meanings provided for these terms in the Public Agreement and (or) E-Money System Rules and (or) legislation of the Republic of Kazakhstan.

## **2. General Provisions**

2.1. In accordance with these Rules, Operator:

2.1.1. sells Money to the Subscriber (**E-Wallet top-up**) to be used by the latter for making Payments or other transactions involving E-Money under the terms and conditions defined by the Issuer in accordance with the requirements of the legislation of the Republic of Kazakhstan;

2.1.2. provides the Subscribers access to the Technology System which transfers the Subscriber's Instructions to top up the Subscriber's E-Wallet and perform transactions with E-Money.

2.1.3. returns overpaid amounts for the mobile services to the Subscribers or credits the overpaid amounts towards future payments for the mobile services with the consent of the Subscriber.

2.2. The Operator sells E-Money to the Subscriber who can use it for the payment of services / goods / works of the Supplier as well as other transactions with E-Money within the respective E-Money System. By giving the Instruction, the Subscriber purchases a certain amount of E-Money from the Operator and makes Payments using E-Money to the Supplier or other transactions under the terms and conditions defined by the respective Issuer of E-Money in

accordance with the requirements established by the legislation of the Republic of Kazakhstan. The Instructions are given by the Subscriber via the Operator's Technology System using methods provided for by these Rules and (or) the relevant Electronic Money System Rules. When the Subscriber submits Instructions, the Electronic Money System in which the relevant Instructions will be executed is selected automatically, in accordance with the settings of the Operator's Technology System and Electronic Money Systems.

2.3. The Subscriber pays to the Operator for the E-Money using funds paid by the Subscriber in advance for the Operator's telecommunication services for prepaid numbers based on the Public Agreement. The charges relating to the Subscriber's purchase of E-Money from Operator appear on the Subscriber's bill for the telecommunication services.

Subscriber has the right to claim a refund of overpaid amounts for the mobile services from the Operator.

2.4. The Subscriber performs transactions with E-Money in accordance with the legislation of Kazakhstan and the terms and conditions of the relevant E-Money System Rules.

2.5. By accepting these Rules (the Offer) the Subscriber confirms his/her consent and agrees to be bound by these Rules in its entirety.

### **3. Acceptance of these Rules**

3.1. The Subscriber's acceptance of these Rules and Rules of the relevant E-Money System means his/her agreement to be bound by their terms and conditions.

3.2. The Subscriber is deemed to have accepted these Rules when he/she performs any one of the following actions:

3.2.1. sends a SMS to 7701, 5505, 525, 4404, 9505, 9909, 2222, 5555 and other numbers indicated in the relevant instructions and (or) respective E-Money System Rules;

3.2.2. confirms his/her acceptance of these Rules and E-Money System Rules by selecting (putting a checkmark) in the appropriate field next to the text or link to the text of these Rules and respective E-Money System Rules on the webpage or in any other applications intended for subscriber devices;

3.2.3. in the appropriate fields, enters a one-time verification code received via SMS from sender "mobimoney", 4404, 5555;

3.2.4. signs other agreements with the Operator that contain reference to the Rules and (or) respective E-Money System Rules with indication of Internet address where the latest version of these Rules and respective E-Money System Rules is posted.

3.3. By joining these Rules, a prepaid Subscriber:

3.3.1. gives his consent and authorizes the Operator and Operator of the respective E-Money System to collect and process his/her Personal data for the purpose of provision of Mobile Financial Services; gives consent for Operator of the respective E-Money System to receive the Subscriber's personal data from the Operator; gives consent to transfer the Subscriber's personal data to the Operator, the Issuer and other Participants of the respective E-Money System. The processing of Personal data means the actions (operations) involving Personal data, including collection, storage, alteration, amendment, use, distribution, anonymization, blocking and destruction of personal data, transfer of Personal data to the Issuer or other third persons in the course of rendering Mobile Financial Service referred to in these Rules and (or) Rules of the respective E-Money System. Based on a non-disclosure agreement with third parties, the Operator has a right to engage such third parties to process the Subscriber's personal data solely for the purpose of performance of obligations according to these Rules and (or) Rules of respective E-Money System;

3.3.2. gives his consent and authorizes the Operator to disclose and the Bank to process information on the Subscriber's personal account in order to fulfil the latter's requests for the return of the overpaid amounts to his bank account opened with the Bank.

- 3.4. The Subscriber can purchase E-Money and get access to the Information System provided that:
- 3.4.1. Subscriber has no debts to Operator for telecommunication services or other services;
  - 3.4.2. Subscriber terminal is not blocked;
  - 3.4.3. Subscriber has sufficient funds in his/her mobile account;
  - 3.4.4. Amount of the transaction with E-Money does not exceed the Limits set by the legislation of the Republic of Kazakhstan;
  - 3.4.5. Subscriber's identity has been verified by the Issuer or the Operator of the e-money system in the cases provided for by the legislation of the Republic of Kazakhstan;
  - 3.4.6. Data entered by the Subscriber in the E-Money System are correct;
  - 3.4.7. Mobile number is registered to a physical person;
  - 3.4.8. Mobile number is not in roaming (for Kcell customers only).
- 3.5. The Operator may refuse to provide Mobile Financial Services to the Subscriber, if the latter does not meet the conditions specified in this paragraph or on other grounds stipulated by the legislation.

#### **4. Rights and Responsibilities of Parties**

- 4.1. The Operator shall:
- 4.1.1. Ensure confidentiality of the Subscriber's personal in accordance with par 3 of these Rules. The Operator is not liable for damages of any kind suffered by the Subscriber in connection with disclosure and/or loss of the Subscriber personal data used to access to the Operator's Information System.
- 4.2. The Operator may:
- 4.2.1. Stop providing Mobile Financial Services or change their terms and conditions unilaterally on an extrajudicial basis after publishing the relevant notice on the Operator's website not later than 15 (fifteen) calendar days before termination of Mobile Financial Services or before such changes come into effect. By accepting these Rules, the Subscriber gives consent to Operator to further change the terms and conditions of these Rules as latter may deem appropriate, by posting the relevant information on the Operator's website.
  - 4.2.2. Amend and/or alter unilaterally the methods of giving Instructions.
  - 4.2.3. Refuse to provide Mobile Financial Services, if the Subscriber violates the conditions of these Rules or if any cases of fraud or other illegal activities of the Subscriber without prior notice to the Subscriber.
- 4.3. The Subscriber shall:
- 4.3.1. Fulfill the requirements and obligations provided for by the legislation of the Republic of Kazakhstan and these Rules and (or) respective E-Money System Rules;
  - 4.3.2. Pay for Mobile Financial Services provided in accordance with these Rules.
  - 4.3.3. In case of loss of the Subscriber terminal or password and/or SIM-card that provide access to Mobile Financial Services, notify immediately the Operator and request to block the Subscriber number using the phone number 3030 or +7 727 258 83 00 or the Operator's service office at the address provided on the Operator's website.
- 4.4. The Subscriber shall be entitled to:
- 4.4.1. Get access to the Mobile Financial Services, subject to compliance with the requirements set forth in these Rules and (or) respective E-Money System Rules.
  - 4.4.2. Get E-Money transactions report on [mobimoney.kz](http://mobimoney.kz), [check.activ.kz](http://check.activ.kz) websites in accordance with the instructions on the respective web-site or par 8 of these Rules.

#### **5. Operator's fee for Mobile Financial Services**

5.1. The information on the amount of fee and (or) charge payable by the Subscriber to the Operator for Mobile Financial Services is provided by the Operator on the web-sites сайтах [www.kcell.kz](http://www.kcell.kz), [www.activ.kz](http://www.activ.kz) and [mobimoney.kz](http://mobimoney.kz) and (or) respective internet resources of the Participants of Operators of the E-Money Systems.

## **6. Liability**

6.1. Subscriber performs transactions with E-Money through the respective E-Money System. The Operator of the E-Money System or Bank is liable for improper functioning of the respective E-Money System and (or) improper provision of services for ensuring the information and technological interaction between transaction participants, including collection, processing and transfer of information generated when performing the transactions with E-Money, for non-fulfillment or improper fulfillment of obligations related to the payments and (or) money transfer.

6.2. Supplier is responsible to provide services, goods and works, to ensure their quality and timely delivery. All claims related to the Supplier's services, works and realized goods and also the demands to exchange-return the goods and/or services and/or works shall be made by the Subscriber directly to the Supplier whose details can be found in the mobile application or on the website where the goods, works or services are purchased, or through the Customer Support Service of E-Money System Operator using the contact phone numbers at [www.wooppay.com](http://www.wooppay.com), [www.kempay.kz](http://www.kempay.kz), [asiapay.kz](http://asiapay.kz).

6.3. The Operator shall not be liable to the Subscriber for delays and interruptions in the operation of technical platforms and transport networks or communication networks in the event there is no fault of the Operator.

6.4. The Subscriber shall bear all risks and all responsibility for any actions of the third parties who use his/her Subscriber terminal, performed with his/her Subscriber number or via special applications installed on the Subscriber terminal or using his/her identification/authentication data on web-sites.

6.5. The Operator shall not be liable for the quality of goods, works, services provided by the Supplier.

6.6. The Operator shall not be liable for the Subscriber's actions and their consequences related with incorrect entry of the Subscriber's data and any mistakes during filling in, presenting the Instructions, and also for the actions of other Participants of the respective E-Money System or Operator's partners.

6.7. The Operator is not responsible to carry out remote identification of Subscribers and its results. 6.8. In case of loss, theft or other cases when the Subscriber terminal or Subscriber's SIM card stop belonging to the Subscriber, the Subscriber shall bear all risks related with the use of this Subscriber terminal and/or SIM-card by the third parties till the moment when the Operator receives the application on blocking of the Subscriber number/SIM-card from the Subscriber.

6.9. The Operator shall not bear liability, including the material liability, for improper functioning or incorrect performance of transactions on the respective IT-platform, E-Money System, including for improper or wrong operations related with crediting of E-Money to E-Wallets, transactions with E-Money, for wrong operations of the Subscriber, non-fulfillment or improper fulfillment of obligations by the Supplier.

## **7. Procedure for giving Instructions to Top-up E-Wallet and perform transactions involving E-Money**

7.1. To Top-up E-Wallet and perform transactions with E-Money, Subscriber gives the E-Money System Operator appropriate Instruction which is simultaneously the basis and an

instruction to the Operator to top-up his/her E-Wallet with the amount of transaction and instruction to perform the E-Money transaction as per the Subscriber's Instruction. The Operator of the respective E-Money System ensures that the amount of the Subscriber's transactions is within the limits established by Operator or E-Money System Operator and that those transactions comply with the requirements of the legislation of the Republic of Kazakhstan, including legislation on countering the legalization (laundering) of proceeds of crime and terrorist financing. The Subscriber provides his consent for the Operator to transfer his personal data to the e-money system Operator for remote identification in accordance with the requirements of the current legislation.

7.2. In order to Top-up the E-Wallet, Subscriber must purchase E-Money from Operator using funds available in the Subscriber's mobile account, which is then credited to the Subscriber's E-Wallet. In which case, the Operator will receive the Instruction to top up the Subscriber's E-Wallet only after the E-Money System Operator has verified that the amount of the Subscriber's transactions is within the limits established by Operator or E-Money System Operator and that those transactions comply with the requirements of the legislation of the Republic of Kazakhstan, including legislation on countering the legalization (laundering) of proceeds of crime and terrorist financing. The Subscriber provides his consent for the Operator to transfer his personal data to the e-money system Operator for remote identification in accordance with the requirements of the current legislation.

7.3. The Subscriber's Instructions should contain the following data: amount of payment, requisites required in accordance with the fields in the form of payment (personal account number, other details depending on the requirements of the Supplier). E-Money can only be purchased using funds available in the Subscriber's mobile account.

7.4. The Subscriber shall be responsible for the correctness of data entered in the Instructions.

7.5. The Subscriber's Instructions is given from the Subscriber Terminal and (or) in accordance with the instructions published on the official websites:

7.5.1. by sending SMS to numbers 7701, 5505, 525, 4404, 9505, 9909, 2222, 5555 or other numbers indicated in the relevant instructions;

7.5.2. by scanning a QR-code

7.5.3. following the prompts of the graphic interfaces of the Official websites.

7.6. When sending Instructions to the Subscriber, in order to improve the Payment security and / or clarify the details of the Subscriber's Instructions, Operator may request the Subscriber to enter one-time codes and / or send additional short text messages. When receiving Subscriber's Instructions sent via the graphical interfaces of the Official websites of the Operator's partners, entering one-time codes and / or sending additional short text messages is a mandatory verification procedure of the Payment / Indication.

7.7. The methods to be used to give Instructions may be altered and/or amended by the Operator unilaterally.

## **8. Payments in Google Play Market**

8.1. Subscriber hereby agrees that the amounts he overpaid for the mobile services and repaid by the Operator may be used to pay for the services of the Operator's partners, including Google Play Market. The activation procedure and terms of use of Google Play Market are available at [https://play.google.com/intl/ru\\_ru/about/play-terms/](https://play.google.com/intl/ru_ru/about/play-terms/).

8.2. Subscriber gives Instructions to the Operator by following the Google Play Market instructions, including by sending SMS to number +77014589654.

8.3. Restrictions applicable to payments in the Google Play Market are provided in clause 3.4. hereof, with the exception of clause 3.4.8.

8.4. The maximum amount of payment allowed under the legislation will be indicated during the payment process and may be changed by the Operator unilaterally without prior notice to the Subscriber in accordance with the Operator's risk management system.



8.6. The Operator is not liable for the improper fulfillment of obligations by the Bank, the Supplier and/or other participant in the process of mutual settlements performed in accordance with this section of the Rules.

8.5. In respect of payments to Google Play Market, Halyk Bank of Kazakhstan JSC [www.halykbank.kz](http://www.halykbank.kz) shall act as a partner bank.

## **9. Other conditions**

9.1. In order to receive statements or references on transactions with E-Money, or to request password reset when the Subscriber is unable to recover your password through the user application, as well as in case of disputes involving incorrect crediting and / or write-off of funds or issue, realization and reimbursement of E-Money, the Subscribers should contact the Operator of the respective E-Money System using the contact information published on the website of the E-Money System.

9.2. The terms of service (including the fees due to the Issuer or Organizations that carry out the transfer transactions as well as fees to the Operator of E-Money System), the use of Electronic means of payment, information on the Issuer, E-Money System Operator and Organization that carry out transfer operations are published on the website E-Money System Operator at [www.wooppay.com](http://www.wooppay.com), [www.kempay.kz](http://www.kempay.kz), [asiapay.kz](http://asiapay.kz). Subscriber is under an obligation to read this information prior to using the services of -Money System Operator and receiving Mobile Financial Services.

9.3. The terms of Mobile Financial Services may be extended or changed by attracting other Suppliers and other Issuers, or making other changes. Relevant information shall be published in the relevant section of websites [www.kcell.kz](http://www.kcell.kz) and [www.activ.kz](http://www.activ.kz) or on the website of Operator of the respective E-Money System.

9.4. By accepting these Rules, Subscriber agrees to be bound by the terms of these Rules, and agrees to receive Operator's SMS- and e-mail messages on Mobile Financial Services at the address provided by the Subscriber during registration.

9.5. Subscribers may get advice on Mobile Financial Services by contacting the call centers on 3030 (activ) and 9090 (Kcell) or +7 (727) 258 83 00 (free from a landline number).

9.6. Operator is not responsible for any loss or damage incurred by Subscriber due to suspension, termination or malfunction of the respective E-Money System or IT-platforms of the Operator's partners.

9.7. These Rules and all Appendices thereto are a public offer and are published on the Operator's website.

9.8. These Rules form an integral part of the Public Agreement. Except as provide in these Rules, the terms and conditions of the Public Agreement shall apply.

## **10. Validity of Rules**

10.1. These Rules are valid for an indefinite period of time and apply throughout the term of the Public Agreement.

10.2. These Rules shall continue in force until they are terminated by the Operator or until the termination of the Public Agreement.