

Appendix 1

to Public Mobile Services Agreement

Terms of fair use of Services

When using the Services under the Public Agreement, the Subscriber shall be bound by these terms of fair use of the Services in order to ensure that all Subscribers receive the best quality service and to prevent disturbance to Operator's network.

The Subscriber is not allowed to take actions that prevent other subscribers from the normal use of the Services and violate the rights and legitimate interests of the Operator or third parties through abuse of the Services, including, but not limited to:

- continuous and/or excessive use during one single day of voice/SMS/data allowance provided as part of a tariff/service that comes with an unlimited or limited voice/sms/data allowance, such as 150 minutes of calls to other mobile networks, 500 SMS to other mobile networks at no extra charge;
- use of mobile services in volumes far exceeding the average amounts consumed by Subscriber and / or user;
- making extremely long voice calls or making a large number of short calls to one or several numbers, except in cases expressly provided for in the Agreement;
- sending mass SMS to one or different numbers, except in cases expressly provided for in the Agreement;
- excessive use of conference call, call forwarding or hold call services, if their duration exceeds the period of time necessary for the fair use of the Services.

The Subscriber is not allowed to perform actions based on combination of tariffs, promotional offers and other services with a view to misuse the Services, as well as perform other actions that do not meet the subject matter of the Agreement and purpose of the Services.

Appendix 2. Rules for Provision of Mobile Financial Services

(further as Rules)

These Rules govern the relationship between Operator and Subscriber arising when 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 Information System to make instructions on replenishment of the Electronic Wallet and other transactions involving electronic money

1. Terms used in these Rules and their definitions

- 1.1. **E-Money System Operator** – WOOPPAY Limited Liability Partnership who operates and maintains the E-Money System and provides information and technological interaction between the participants of transactions involving E-Money, including collection, processing and transfer of the transaction-related data.
- 1.2. **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 with E-Money.
- 1.3. **Web-site of E-Money System Operator** – a website of the E-Money System Operator on the Internet located at the address www.wooppay.com.
- 1.4. **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.

- 1.5. **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.
- 1.6. **E-Wallet** – microprocessor (chip), software of personal computer, other software and technical facility in which E-Money is stored and / or providing access to it, which allows the Subscribers to make payments, transfers and other transactions with E-Money.
- 1.7. **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.
- 1.8. **E-Wallet Top-up** – Subscriber's purchasing of E-Money from the Operator and crediting it to his/her E-Wallet according to the Subscriber's Instructions.
- 1.9. **Payment** – the Subscriber's payment for goods, works, services of third parties (Suppliers) via E-Money System under the civil-law transactions between the Supplier and the Subscriber.
- 1.10. **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.
- 1.11. **Supplier** – the person who provides the Subscribers with services, works or realization of goods, in whose favor the Subscriber makes Payment using E-Money.
- 1.12. **Authorization** – the process of verification (confirmation) of the Subscriber's rights to perform transactions with E-Money.
- 1.13. **Limit** – the maximum amount per transaction or number of transactions for a certain period for E-Money owner.
- 1.14. **Information System** – the Operator's System for processing of information and appropriate organizational and technical resources that ensure transfer of information between the Participants of E-Money System, and also ensuring the transfer of the Subscriber's Instructions.
- 1.15. **Participants of E-Money System** – a natural or legal person who, in accordance with these Rules or a contract, has a right or obligation to issue, transfer, receive, use, acquire, sell or redeem electronic money within the E-Money System.
- 1.16. **Mobile Financial Services (mobimoney)** – Operator's services involving the sales of E-Money through E-Money System.
- 1.17. **Instructions** – the Subscriber's instruction given simultaneously to the Operator to Top-up the Subscriber's E-Wallet and to E-Money System Operator to carry out the respective E-Money transaction; such instructions may be given using the methods provided for in par 7 hereof.
- 1.18. **Public Agreement** – the Public Mobile Service Agreement signed between the Subscriber and the Operator which subject is the Operator's provision of telecommunication service to the Subscriber, other services of the Operator and third parties.
- 1.19. **Web-site of Operator** – Internet information resource of Operator at www.kcell.kz (for Kcell subscribers) and www.activ.kz (for activ subscribers).
- 1.20. **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.

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.

2. General Provisions

- 2.1. In accordance with these Rules, Operator:
 - 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;
 - 2) provides the Subscribers access to the Information System which transfers the Subscriber's Instructions to the Operator and E-Money System Operator for Subscriber's E-Wallet Top-up and perform transactions with E-Money.
- 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 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 Issuer of E-Money. The Instructions are given by the Subscriber via the Operator's Information System using methods provided for by these Rules.

- 2.3. The Subscriber pays to the Operator for the E-Money using funds paid by the prepaid Subscriber in advance for the Operator's telecommunication services 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.
- 2.4. The Subscriber performs transactions with E-Money in accordance with the terms and conditions of the System Rules.
- 2.5. By accepting these Rules (the Offer) the Subscriber confirms his/her consent and agrees to be bound by the System Rules.

3. Acceptance of these Rules

- 3.1. The Subscriber's acceptance of these Rules 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, 525 and other numbers provided in the relevant instructions;
 - 3.2.2. confirms his/her acceptance of these Rules by selecting (putting a checkmark) in the appropriate field next to the text or link to the text of these Rules on the webpage or in any other applications intended for subscriber devices;
 - 3.2.3. путем ввода в соответствующих полях одноразового кода подтверждения, полученного через SMS от отправителя «mobimoney» in the appropriate fields, enters a one-time verification code received via SMS from sender "mobimoney";
 - 3.2.4. signs other agreements with the Operator that contain reference to these Rules with indication of Internet address where the latest version of these Rules is posted.
- 3.3. By joining these Rules, Subscriber consents and authorizes the Operator and E-Money System Operator to receive, store and processes his/her Personal data for the purpose of provision of Mobile Financial Services; gives consent for E-Money System Operator to receive the Subscriber's personal data from the Operator; gives consent to transfer the Subscriber's personal data to the Operator and the Issuer. 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 persons in the course of rendering Mobile Financial Service referred to in these Rules and E-Money System Rules. Based on 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.
- 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 Kcell JSC 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. Data entered by the Subscriber in the E-Money System is correct;
 - 3.4.6. Subscriber number is registered to a physical person;
 - 3.4.7. Subscriber number is not roaming (Kcell subscribers 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. Notify the Subscribers of any amendments and alteration to the conditions of these Rules by posting this information on the Operator's website at www.kcell.kz and www.activ.kz not later than 15 (fifteen) calendar days before the changes come into effect.
 - 4.1.2. 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 are revealed and the Subscriber is suspected or accused in it, without prior notice to the Subscriber.
- 4.3. The Subscriber shall:
 - 4.3.1. Fulfill the requirements and obligations provided for by these Rules;
 - 4.3.2. Pay for Mobile Financial Services, including when the Subscriber terminal/Subscriber number is no longer belongs to the Subscriber or the Subscriber transfers it to any third party for use.
 - 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.
 - 4.4.2. Get E-Money transactions reports on mobimoney.kz, check.activ.kz websites in accordance with the instructions provided on this website or in the manner prescribed by par 1, Section 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: www.kcell.kz, www.activ.kz и mobimoney.kz.

6. Liability

- 6.1. Subscriber performs transactions with E-Money through the E-Money System. The E-Money System Operator is liable for improper functioning of 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 are given on the web-site where the goods, works or services are purchased, or contact the Customer Support Service of E-Money System Operator using the contact phone numbers at www.wooppay.com
- 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 E-Money System.

- 6.7. In case of loss, theft or other cases when the Subscriber terminal of 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.
- 6.8. The Operator shall not bear liability, including the material liability, for improper functioning or incorrect performance of transactions in 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, when the Agent's obligations provided for by this Agreement under the relevant operations are fulfilled completely.

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 the transactions with E-Money, the Subscriber gives appropriate Instruction simultaneously to the Operator for E-Wallet Top-up with the amount of planned E-Money transaction and to the E-Money System Operator to perform the E-Money transaction as per the Subscriber's Instruction. The E-Money System Operator ensures that the amount of the Subscriber's transactions is within the limits established by the legislation of the Republic of Kazakhstan or E-Money System Operator or Operator and that those transactions comply with the requirements of the legislation on countering the legalization (laundering) of proceeds of crime and terrorist financing.
- 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 the legislation of the Republic of Kazakhstan or E-Money System Operator or Operator and that those transactions comply with the requirements of the legislation on countering the legalization (laundering) of proceeds of crime and terrorist financing.
- 7.3. The Subscriber's Instructions should contain the following data: amount of payment, payment details as per the fields in the payment form (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. When payment is carried out by means of graphic interfaces (except for the mobimoney application), the Subscriber is also required to enter a one-time code received via SMS.
- 7.4. The Subscriber shall be responsible for the correctness of data entered in the Instructions.
- 7.5. The Subscriber's Instructions to the Operator for Top-up of E-Wallet and to the Operator of E-Money System for performance of transactions with E-Money shall be made electronically:
 - 7.5.1. by sending a SMS to 7701, 525 and other numbers provided in the relevant instructions;
 - 7.5.2. following the prompts of the graphic interfaces.
- 7.6. The methods to be used to give Instructions may be altered and/or amended by the Operator unilaterally.

8. Other conditions

- 8.1. In order to receive statements or references on transactions with E-Money, or to request password reset when the Subscriber is unable to recover their password through the user application, as well as in case of disputes involving incorrect crediting and / or withdrawal of funds or issue, sales and repayment of E-Money, the Subscribers shall contact the Operator of the E-Money System using the contact details provided on the website of the E-Money System Operator.
- 8.2. 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. Subscriber is under an obligation to read this information prior to using the services of -Money System Operator and receiving Mobile Financial Services.
- 8.3. The scope of Mobile Financial Services may be extended or modified by attracting other Suppliers and Issuers, or making other changes. The relevant information shall be published in the relevant sections on www.kcell.kz and www.activ.kz or on the website of E-Money System Operator.

- 8.4. 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.
- 8.5. By accepting these Rules, the Subscriber agrees and authorizes the Operator, the E-Money System Operator to receive, store and process his/her personal data for the purpose of Mobile Financial Services; gives consent for E-Money System Operator to receive Subscriber's personal data from the Operator as well as to transfer the Subscriber's personal data to the Issuer, Suppliers and Agents. Processing of personal data includes collection, storage, modification, amendment, use, dissemination, depersonalization, blocking and destruction of personal data. Under the confidentiality agreements with third parties, the Operator has the right to engage such parties for the processing of Subscriber's personal data solely for the purpose of performance of obligations stipulated by these Rules. Subscribers may get advice on Mobile Financial Services by contacting the call centers on 3030 (activ, toll free), 9090 (Kcell, toll free) or +7 (727) 258 83 00 (toll free).
- 8.6. The E-Money System Operator is not responsible for any loss or damage incurred by Subscriber due to suspension, termination or malfunction of the E-Money System.
- 8.7. These Rules and all Appendices thereto are a public offer and are published on the Operator's website.
- 8.8. 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.

9. Validity of Rules

- 9.1. These Rules are valid for an indefinite period of time and apply throughout the term of the Public Agreement.
- 9.2. These Rules shall continue in force until they are terminated by the Operator or until the termination of the Public Agreement.