

Contract of Inclusion in Servicing in KZI i-Bank Internet Banking System for Individuals

This Contract of inclusion in servicing in KZI i-Bank Internet-banking system for individuals (hereinafter referred to as the Contract) shall regulate relations between the Customer and JSC SB KZI Bank, hereinafter jointly referred to as “Parties” and separately as “Party”. The terms and conditions of this Contract are defined in a standard form.

The Agreement is concluded by submitting to the Bank an application in the form prescribed by the Bank (hereinafter - the Application for Inclusion), completed and signed by the Customer (his/her authorized representative) in hard or soft copy in the ways determined by the Bank.

The signature of the Customer or his representative(s) on the Application for inclusion means that the Customer is familiar with the terms and conditions of the Contract offered by the Bank, including the Annexes hereto, and accepts them not otherwise than by acceding to the Contract posted at: www.kzibank.kz, in its entirety. The Contract is considered concluded and enters into force from the date of receipt by the Bank of the Customer's Application for inclusion, signed by the Customer/his representative.

1. Terms used in this Contract

1.1. The capitalized terms and abbreviations used herein and not otherwise defined herein shall have the meanings assigned to them in the Contract.

Authentication Data	The unique identifier (Login/Trusted number) and password of the Customer used for access to KZI i-Bank Internet Banking System
Bank	“Subsidiary Bank “Kazakhstan Ziraat International Bank”, Joint Stock Company, its branches and structural subdivisions
Issuing bank	Card issuing organization
Biometrics	System of people identification by one or more physical or behavioral features
Biometric authentication	Authentication procedure in which customer's biometric parameters are used as an authenticator
Biometric data	Personal data characterizing the physiological and biological characteristics of the subject of personal data, which can be used for his/her identification
Web-banking	The software that provides access to electronic banking services through the Internet
Cardholder	A natural person in whose name the card is issued by the Bank or another issuing bank

Contract	Contract of Inclusion in Servicing in KZI i-Bank Internet Banking System for Individuals
Trusted number	Telephone number of Internet banking client registered in the banking system for sending SMS
Trusted device	A mobile device where KZI i-Bank Mobile Application is installed by a Customer. The Trusted device indication is established on the basis of passing the verification procedure, which excludes the possibility of another person to have passed the procedure instead of the Customer
Customer	An individual who signed this Contract of Inclusion in Servicing in KZI i-Bank Internet Banking System for Individuals
Bank Call Center	Information inquiry service of the Bank which carries out information-consulting support to divisions of the Bank and provides necessary information to Customers on products and services of the Bank, as well as, in stipulated cases and within the limits, carries out interactive support of the Internet-banking system. 24/7 Call Center phone number: +7 (727) 240 40 00
DISC	A one-time code of the Bank's dynamic identification system, which is a unique sequence of electronic digital symbols generated by the Bank's software and hardware, upon the Customer's request when using the services.
Mobile Application	The Bank's software installed on a cell phone and/or tablet PC, and/or other device that supports the installation of the Bank's software and allows the Customer to send Orders and Orders to the Bank to receive Services from the Bank. The Client's mobile device: a smartwatch, smartphone, tablet PC, etc., supporting NFC, where the Payment mobile service is installed.
IPS (Visa International, MasterCardWorldwide or other international payment systems)	A system of parties of settlements and their agents, united by certain rules and building relations on the basis of using payment card technology. A payment system establishes a certain set of rules, software, and technical means for transfer of money from one party to another.
One-Time Password (OTP)	Unique sequence of electronic digital symbols, generated by a token device, issued to the Customer by the Bank according to this Contract, or it is a unique sequence of electronic digital symbols, generated by services of the Bank, issued to the Customer by the Bank according to this Contract and sent in the form of SMS-messages. OTP - is used when providing the Customer access to Electronic Banking Services and receiving Electronic Banking Services by the Customer. Any new attempt of the Customer to access to the e-Banking Services requires the use of a new Secret Code.
Password	A unique sequence of alphanumeric characters used to authenticate the Customer together with a single-use password for the purpose of granting access to the KZI i-Bank system.
Payment Card	Payment card, issued by the Bank or other issuing bank.
Identified Customer	A registered Customer of the Bank, who has passed the identification in a Bank branch, confirmed his/her personal data, and has any bank product. This type of Customer has an opportunity to use KZI i-Bank in full.

Security Procedures	A set of organizational measures and software and hardware means of information protection designed to identify the Customer when drawing up, transmitting, and receiving electronic documents in order to establish his/her right to receive electronic banking services and detect errors and/or changes in the content of transmitted and received electronic documents, messages (instructions).
Registration	The procedure of provision by the Customer of information and personal data to the Bank for the purpose of joining this Contract. The procedure of Registration is determined by the Bank.
Bank Website	Internet resource providing access to KZI i-Bank Internet-Banking System at the address: www.kzibank.kz
KZI i-Bank Internet Banking System	The software allowing remote management of own bank accounts opened in the Bank by means of the exchange of Electronic documents and messages (instructions) between Customer and Bank via the Internet without limitation of Customer in number and/or amount of the Electronic documents sent to Bank for execution.
SMS	A text messaging service component of telephone, web or mobile communication systems, which uses standard exchange protocols that allow the exchange of short messages between fixed line or mobile devices.
Identification Method	Dynamic identification, biometric identification or a unique user identifier and password (KID, PIN, USSD/SMS messages, password, Confirmation code, Code word) and/or any other confirmation of the Customer's will as prescribed by the Bank's internal documents, intended to identify the Customer when accessing and using Remote service channels and used by the Customer to perform transactions. The use of the Customer Identification Method certifies the fact of preparation and/or reading, and/or signing by the Customer of the electronic message, electronic document, including the contract in electronic format, concluded via Remote Service Channels; Use of the Identification Method when concluding transactions is recognized by the parties as a transaction made in writing, which determines the parties and the content of their expression of will.
Tariffs	The Bank's rates and commissions approved by the Bank, which are in effect at the time of the respective transaction/provision of the respective service by the Bank. The Bank's tariffs, according to which the Customer pays for banking services, are published on the Bank's website, as well as in the Bank's premises (operational units) in a place accessible for the Customer's perception.
Account	A record in the Bank's information system, which is a means of recording information about the Customer, the identifier of which is the Trusted number indicated at the time of registration.
Online Banking Services	Services related to remote banking services provided by the Bank to the Client via the Internet through the KZI i-Bank Internet-Banking System.

2. General terms and procedures of rendering services by the Bank to the Customer

2.1. By signing of Application on Inclusion hereof Customer confirms that Bank has informed him of the necessary devices of Key-carrier and/or Dynamic Authentication Method when connecting KZI i-Bank Internet-banking system.

2.2. Under this Contract, the Bank shall enable Customer to use KZI i-Bank Internet-banking system (hereinafter KZI i-Bank) in accordance with the terms and conditions of the Contract. KZI i-Bank can be used by all holders of cards issued by JSC SB KZI Bank, as well as other issuing banks.

2.3. The Customer's consent to the terms and conditions of the Contract includes the following:

- Personal signing by the Customer of the relevant Application for joining the Contract in one of the Bank's office;
- Remote Account Registration by the Customer.

2.4. In order to register an Account, the Customer must have a valid authorized number.

2.5. Registration of the Account shall be performed remotely via Mobile Application/Web Banking of the Bank or via KZI i-Bank authorization services in the following order:

- to enter the Login/Trusted number and IIN into the proposed form;
- to enter the confirmation code received in the SMS-message to the Trusted number into the proposed form;
- to enter the confirmation code received in the SMS-message to the Trusted number in the proposed form;
- display of a block of fields for entering the authorization data in the system;
- The Customer guarantees the correctness, completeness, relevance and reliability of the information provided;
- The Customer is responsible for the unauthorized use of third parties' data during identification in the system.

2.6. Remote Account registration shall be deemed completed after the Customer correctly enters the confirmation code received in the SMS-message and receives a corresponding message from the system.

2.7. The list of transaction, information and banking services and other services provided by KZI i-Bank:

- making payments from Customers' current accounts for a number of services (public utilities, educational, telecommunications and other services);
- making transfers depending on their availability mode in the Bank's software;
- creation, change or cancellation of standing orders to the Bank for future weekly/monthly payments (Auto-Payment)
- Currency exchange for transfers between own accounts opened with the Bank;
- transfer from card to card using the beneficiary's mobile number within the Bank's network;
- transfer from the card to the recipient's mobile number within the SMP;
- displaying detailed information on cards and current accounts;
- receipt of information on available deposits and credits;
- receipt of statements of cards, accounts, including savings accounts, and loan repayment schedule;
- viewing the history of payments and transfers made through KZI i-Bank;
- drawing up applications (for issue of a card, opening a deposit, opening a current account, granting a loan, receiving a lump-sum pension payment, etc.)

- removal/establishment of restrictions on card operations, restrictions on cash withdrawal from ATMs and Internet operations; and
- connection and disconnection of the SMS-Banking service.

2.8. The maximum term of rendering banking services shall be established according to the terms and conditions of the Contract of inclusion of the current account of an individual, including when its terms and conditions are contained in the Contract of inclusion for issue and servicing of payment card, according to the terms and conditions of the Contract of inclusion of bank deposit of an individual, as well as according to the terms and conditions of any other contract, under which the Bank or another bank opened the bank account of the Customer and/or provides the Customer with payment services.

2.9. The Customer gets the right to be serviced in the KZI i-Bank Internet-banking system after signing of an Application to Contract of inclusion in servicing KZI i-Bank Internet-banking system for individuals.

2.10. Connection to the KZI i-Bank Internet Banking System shall not be possible without the Customer specifying the Authorized number.

2.11. The mobile application can be connected to the Customer only if the Trusted number is specified.

2.12. The trusted number shall be fixed in the Bank's systems and used to send a one-time code in the form of SMS-message. The use (entry) by the Customer of a one-time code confirms the Customer's identification and is the basis for providing the Customer access to electronic banking services and other services provided for in the Contract.

If the mobile (cell) phone number of the Customer registered in KZI i-Bank Internet Banking System is changed, the Customer shall apply to the Bank as a Trusted Number. In case of loss/theft of the mobile (cell) phone, the Customer shall be obliged to block it as soon as possible by contacting the Internet Banking Support Service or the servicing division of the Bank.

2.13. If the Customer opens new accounts with the Bank, they shall be automatically uploaded to KZI i-Bank Internet Banking System.

2.14. The Customer shall be able to use the KZI i-Bank Internet-Banking System irrespective of the time and/or date. Electronic documents may be sent by the Customer to the Bank for execution at any time. However, processing and execution of the accepted Electronic Documents by the Bank to the counterparties, which are not the customers of the Bank, shall be possible only during the Operational day.

2.15. The Customer's access to KZI i-Bank Internet Banking System shall be unblocked on the basis of the Customer's written application in the form prescribed by the Bank.

3. Rights and Obligations of Parties

3.1. Rights of the Customer:

- To make transactions through KZI i-Bank on the terms and conditions stipulated by the Contract;
- To demand from the Bank the proper performance of obligations under the Contract;
- The Customer shall have the right to withdraw from the Contract by submitting a written application to the Bank in the absence of any claims from the Bank under the terms and conditions of the Contract. In this case the Customer shall stop forming and sending orders to the Bank, performing other operations related to

electronic payment services. Herewith all previously launched applications and orders of the Customer shall be processed by the Bank in a normal mode, if there are no obstacles for this according to the laws of the Republic of Kazakhstan and the terms of the Contract;

3.2. Obligations of the Customer:

- To make payment of commission fees for transactions in accordance with the tariffs of the Bank in force on the date of payment;
- To provide a sufficient amount of money in the bank account for payment, transfer and making of payment and commission fee in accordance with the current tariffs of the Bank, when it is necessary;
- Not to disclose / transfer to other persons information about own authorization parameters (Login/Trusted number, password, one-time SMS-password). Herewith, the Customer shall bear all expenses and losses that may arise in connection with disclosure/transmission by the Customer to other persons of the information on its own authorization parameters, and the Bank shall not be obliged to compensate such expenses and losses;
- To immediately inform the Bank in case of detection or suspicion of unauthorized access to the Customer's bank accounts via KZI i-Bank and Mobile application in order to block by the Bank the access to perform operations;
- To comply with the recommendations for safe operation and rules of use of KZI i-Bank and Mobile application, to ensure the closure of all Internet connection sessions after each session;
- Not to make payments and/or money transfers related to the Customer's business activities, transactions aimed at systematic profit-making or concealment of income, as well as currency transactions requiring a registration certificate, notification certificate and assignment of a contract account number. The Customer is aware of criminal and administrative responsibility for doing business without registration or with violation of registration rules, licensing requirements and conditions, as well as with violation of requirements of the laws of the Republic of Kazakhstan.
- To provide the Bank his/her unconditional consent to collection and processing (including accumulation, storage, modification, addition, use, distribution and destruction) by the Bank of any information about the Customer, including his/her personal data, when servicing the Customer via KZI i-Bank system in any way in accordance with the Bank's internal rules and procedures;
- To provide the Bank with accurate contact information of the Customer, and in case of changes thereto to immediately provide the updated information. The Bank's obligation to send notices to the Customer as provided by the laws shall be deemed fulfilled when the notices are sent in accordance with the information available to the Bank for communication with the Customer.

3.3. Rights of the Bank:

- To unilaterally change the scope of services and impose restrictions on the provision of Services without prior notice to Customers;

- To unilaterally change the Tariffs and notify the Customer of such changes on the Bank's Website. In this case, the Customer may cancel the Contract without any sanctions from the Bank;
- To set limitations on the amount for money transfers in favor of third parties and for payments in favor of trade/service enterprises in order to prevent fraudulent transactions and protect the Customer from unauthorized access to the account and independently determine authentication methods to confirm such transactions in KZI i-Bank system.
- To temporarily shut down KZI i-Bank system to change the software and perform preventive maintenance, upgrades, functionality enhancement;
- The Bank reserves the right to refuse to execute the Customer's Order via KZI i-Bank by means of a relevant notice in the Mobile application and/or on the Bank's website, in case of reasonable doubts about the legality of the Customer's actions. Hereby the Bank shall be entitled to demand from the Customer: presentation of documents with the data identifying the Customer, and submission of additional information on the Customer's activities. In case of refusal to provide such information, the Bank may block the Account;
- To refuse to establish business relations with the Customer if it is impossible to take measures for due diligence provided for by the laws of the Republic of Kazakhstan and internal documents of the Bank, as well as in case of suspicions that the business relations are used by the Customer for the purpose of money laundering or financing of terrorism.
- To refuse to conduct or terminate any transaction of the Customer if such refusal or termination is carried out by the Bank in accordance with the requirements of the Law of the Republic of Kazakhstan *On Combating Money Laundering and Terrorist Financing*, as well as under sanctions imposed in accordance with the jurisdiction of any country (such as OFAC) or international organization (including but not limited to FATF and UN), which are applicable to the Bank and the Customer. However, the Bank shall not be liable for any losses of the Customer caused by the Bank's refusal to execute or termination of execution of the Customer's payment instructions in relation to the above-mentioned sanctions;
- To refuse to perform or terminate any operation of the Customer if, in the opinion of the Bank, there is a violation or attempted violation of security procedures of KZI i-Bank system
- To provide information on a payment and/or transfer made to law enforcement authorities and the National Bank upon their request;
- The Bank shall be entitled to refuse to use KZI i-Bank in case the Customer violates the terms and conditions of this Contract or on other grounds stipulated by the laws of the Republic of Kazakhstan
- To make unilateral extrajudicial changes and/or amendments to the Contract by publishing the text of this Contract containing such changes and/or amendments not later than 10 (ten) calendar days prior to their effective date on the Bank's website, as well as to terminate business relations on the part of the Bank. Failure of the Bank to receive from the Customer a written notice of refusal from further performance of the Contract due to disagreement with the amendments

and/or additions made to the Contract means the Customer's consent to the new (amended) version of the Contract, and such amendments, additions to the Contract shall be put into effect on the date specified in the Bank's publication. However, a supplementary contract to the Contract shall not be concluded, and no other written confirmation of the Customer's consent shall be required;

- To block the Customer's access to use KZI i-Bank for the period of elimination of the violation by the Customer, including, but not limited to the provision of documents and/or personal information at the request of the Bank, in case the Customer violates obligations under this Contract;
- To unilaterally terminate business relations with the Customer by refusing to fulfill the Contract in the following cases: - occurrence in the process of examination of transactions of suspicions that the business relationship is used by the Customer for the purpose of money laundering or terrorist financing; - repeated refusals to conduct debit transactions on the bank account or suspension of all transactions on the bank accounts of the Customer; - presence of sanctions against the Customer, imposed in accordance with the jurisdiction of any country (e.g. OFAC) or international organization (including but not limited to FATF and UN); - if the Bank has reasons to believe that the Customer's transactions fall under international economic sanctions or are aimed at evading international economic sanctions; - stipulated by the Bank's internal regulatory documents and procedures on anti-money laundering and anti-terrorist financing.

3.4. Obligations of the Bank:

- To ensure the proper functioning of the Bank's Website and Mobile Application, through which services are provided, after the Customer has registered with On-line-KZI Bank-KZ;
- To notify the Customer of maintenance activities, which may interrupt access and prevent the Customer from performing operations in KZI i-Bank, by posting the relevant information on the Bank's Website;
- To execute the Customer's Orders provided that the Customer complies with the terms and conditions of the Contract, as well as the requirements of the current laws of the Republic of Kazakhstan.
- To keep secrecy about the Customer's transactions and provide information on them to third parties only in the cases and within the limits stipulated by the current laws of the Republic of Kazakhstan and the Contract.

3.5. The Parties undertake not to conduct through KZI i-Bank illegal financial transactions, illegal trade, transactions for legalization of proceeds of crime and terrorist financing and any other transactions that violate the laws of the Republic of Kazakhstan.

3.6. The Customer agrees that the Bank shall record registration certificates on a key information medium, which shall be stored on the servers of the Bank and used by the Customer when carrying out the relevant operation.

4. Confidentiality and Security Procedure

4.1. The Parties undertake to take all necessary measures to secure and protect the information and documents exchanged on the Bank's Website and Mobile Application.

4.2. The Customer agrees to follow the security procedures and any other instructions provided by the Bank to the Customer regarding the security of the KZI i-Bank Internet Banking System.

4.3. All information security procedures shall be performed on Customer's personal devices (computer, smartphone or tablet PC), Internet and Bank servers.

4.4. The Customer shall immediately notify the Bank of any unauthorized access to KZI i-Bank Internet Banking System, including Mobile Application, to its Workstation or unauthorized transaction that he/she is aware of or suspects. The Customer undertakes not to disclose the PIN-code to third parties, as well as to ensure the impossibility of access to it.

4.5. The Customer agrees to indemnify the Bank against all claims and legal proceedings, reimburse the Bank costs, losses and damages of any type the Bank may be exposed to as a result of non-performance or improper performance by the Customer of his/her obligations hereunder.

4.6. In case of repeated (more than three consecutive times) incorrect entry of the password by the Customer to access the Internet Banking System, as well as to receive the Electronic Banking Services, the Customer's access to the KZI i-Bank Internet Banking System shall be automatically blocked by the Bank unilaterally. After blocking the Customer's Account, the Customer's access to the Internet Banking System shall be suspended, and the Customer's Instructions shall not be executed by the Bank.

4.7. The confidentiality of data exchanged between users and the Bank via KZI i-Bank channels shall be ensured by data encryption. The data between the Customer and the server are transmitted via an encrypted channel on the transport level.

4.8. Authentication of users of KZI i-Bank is performed by using login (Trusted number) and password. Use of the Authentication Data ensures authentication of an electronic document and certification of the person who signed it, as well as is equal to the use of handwritten signatures in accordance with the requirements of the laws of the Republic of Kazakhstan.

4.9. Authorization of the Customer's Orders is carried out:

- by means of entering by the Customer of Authentication data – Login/Trusted number and password;
- by using the mechanism of operation confirmation by one-time SMS-password;
- by entering 3DSecure.

4.10. 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 antivirus software on technical devices and maintain its timely updating.

4.11. If there are suspicions that the card details, Authentication data, Trusted number could be lost, the Customer should immediately notify the Bank by Contact Center phone number located at the bottom of the page of the Website, by short number from a cell phone and to block the card. Upon verbal notification, the Bank will take measures to block the card and/or the ability to use the Account.

4.12. The Bank undertakes to monitor the confidentiality of the personal data of the Customer. The Bank undertakes not to use and/or disclose the identifying information of the Customer for purposes not related to the execution of documents or settlements with the Customer. Disclosure of information is allowed only in the cases the Customer was informed of in advance at the time of receipt of such information from or with the personal consent of the Customer.

4.13. In case the Bank has suspicions of unauthorized access of third parties to the Account, the Bank may block the Account with/without notice to the Customer.

4.14. The Bank shall be entitled to develop and implement additional security measures for the use of KZI i-Bank at any time without further notice to the Customer. The Bank shall post a notice on the Bank's Website about the introduction of such additional security measures and the actions of the Customers in connection with the introduction of such measures.

4.15. The Customer agrees that the Authentication data used by him to access KZI i-Bank can also be used by the Customer when authorizing at other services (web-sites).

4.16. The Customer gives his consent to the Bank for partial disclosure of information about the Customer's banking secrecy to organizations within the framework of the projects implemented by organizations together with the Bank, namely in terms of the fact that the latter is a customer of the Bank.

4.17. The Customer agrees to the collection and processing by the Bank and Organizations of the Customer's personal data for the purpose of concluding and executing the Contract, rendering banking and other services to the Customer by the Bank and/or Organizations, including related to providing the Customer with ways to ensure the fulfillment of obligations to the Bank, disclosure in relations with the Bank of information about the ultimate owners of shares (participation interests) of legal entities the Customer is a shareholder (participant) of, representation in relations with the Bank of the interests of legal entities and/or individuals, as well as in other cases when in accordance with the laws of the Republic of Kazakhstan and/or internal documents of the Bank and/or Organizations, there is a need to collect, process personal data of the Customer related to, including, but not limited to: notifications and sending of claims; informing, including about the services of the Bank and/or Organizations; requesting and receiving data and information; collecting debt independently and with the involvement of third parties; assigning the claim rights, debt transfer; applying for out-of-court and judicial protection of the rights and interests of the Bank and/or Organizations, execution of judicial and other acts; providing personal data to state bodies and other persons (including acquiring the rights of claim or providing debt collection services), exchanging of the Customer's personal data between the Bank and/or Organizations; collecting and processing of personal data carried out by the Bank and (or) Organizations in ways that do not contradict the laws of the Republic of Kazakhstan, including, but not limited to, by cross-border transfer of the Customer's personal data, including according to 1) Paragraph 3 of Article 16 of the Law of the Republic of Kazakhstan On personal data and their protection No. 94-V, dated May 21, 2013.

4.18. The Customer agrees to transfer/provide information to credit bureaus concerning the Customer's financial and other property obligations, and information that will be received in the future; to issue a credit report from the credit bureau and receive information from credit bureaus that will be received by the credit bureau in the future; to collect, process personal, biometric and/or other Customer's data and to transfer these data to credit bureaus; for the Bank: to receive information about the Customer from state and non-state databases (hereinafter referred to as the SDB), including information that will be received by the SDB in the future; for the credit bureau: to provide the Bank with information about the Client located in the SDB (available and which will be received by the SDB in the future); for the credit bureau: to receive information about the Customer from the operators/owners of the SDB (available and received by the SDB in the future); for the provision by the owners of the SDB of information about the Customer to the credit bureau, directly or through the third parties; to provide by a legal entity that carries out public services activities in accordance with the laws of the Republic of Kazakhstan by decision of the Government of the Republic of Kazakhstan with information about the Customer to the credit bureau and the Bank through the credit bureau (available and received in the future); to transfer the Customer's personal data and information determining his/her income to Center for Human Resources Development JSC (hereinafter – CHRD) for the purpose of assessing his/her

creditworthiness; to by the credit bureau receive personal data and information of the Customer determining his/her income from the CRTR and to provide it to the Bank for the purpose of assessing the creditworthiness of the Customer.

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

4.20. On the KZI i-Bank financial portal, the Bank has the right to additionally request the Customer's consent for the Bank to perform certain actions, receive or provide information and documents related to the Customer. In these cases the Customer's consent shall be confirmed by means of an electronic digital signature, a one-time identification code, biometric identification, pressing the appropriate button (icon) on the screen of the Customer's personal device (computer, smartphone, tablet PC, etc.) or by other means using elements of protective actions that do not contradict the laws of the Republic of Kazakhstan.

5. Responsibility of the Parties

5.1. The Bank shall be responsible for:

- unjustified refusal to execute the Customer's payment document. If the Customer has paid a commission for the service, the Bank shall reimburse the Customer for the damage in the amount of the commission paid by the Customer. If the Customer has not paid the commission for the service, the Bank shall reimburse the Customer for the damage in the amount of one monthly calculation index;
- making an unauthorized or erroneous payment or transfer due to the fault of the Bank. In this case, the Bank shall reimburse the Customer for the damage in the amount of the commission paid for the service;
- the improper execution of the Customer's payment document due to the Bank's fault, the Bank shall pay the Customer a fine in the amount of one monthly calculation index;
- the disclosure of information constituting a banking secret, except for cases of providing information directly provided for by the laws of the Republic of Kazakhstan, as well as the cases provided for by the Contract. In order to receive the amounts specified in the sub-paragraphs of this paragraph, the Customer needs to apply to the Bank with an application. Upon the Bank has considered the Customer's application, the amount can be paid by crediting money to the Customer's bank account specified by the Customer or by issuing cash to the Customer.

5.2. The Bank is not responsible for:

- the consequences of the Customer's untimely application to the Bank for blocking the lost/stolen card;
- the consequences of the Customer disabling restrictions on card transactions on the Internet and shall not reimburse the Customer for the amounts of money illegally withdrawn from the bank account in this case;
- the damage caused to the Customer due to connecting someone else's phone number to perform transactions in KZI i-Bank;

- the damage caused to the Customer in connection with the transfer to third parties of card details, Authentication data (Trusted number, password), one-time password sent to the Customer's Trusted Number;
 - the errors made by the Customer when executing an Order for the provision of Services at the time of entering the parameters of the Bank's Services or entering incorrect details of the recipient of the transfer. In these cases, the Services are considered to have been provided by the Bank to the Customer properly and in full compliance with the Contract, and the Customer will independently settle further settlements with the individual or legal entity to whose account the money was received as a result of the provision of Services;
 - the crediting funds to the recipient's card or crediting using the recipient's details with violations of deadlines and other requirements established by the rules of the Ministry of Internal Affairs, the Contract and the laws of the Republic of Kazakhstan due to the fault of another issuing bank or other persons.
- 5.3. The Customer is responsible for:
- the consequences of untimely application to the Bank for blocking a lost/stolen card – in full amount of damage caused to the Customer;
 - the consequences of the Customer disabling restrictions on card transactions on the Internet – in full of the damage caused to the Customer;
 - the damage caused to the Customer due to connecting someone else's phone number to perform transactions in KZI i-Bank – in full amount of damage caused to the Customer;
 - the damage caused to the Customer due to transfer to third parties of card details, Authentication data (Login/Trusted number, password), one-time password sent to the Customer's Trusted Number - in full amount of the damage caused to the Customer.

6. Dispute Resolution

6.1. All issues, disagreements or claims arising out of or in connection with the Contract are subject to settlement by the Parties through negotiations. In the absence of mutual consent, all disputes and disagreements of the Parties are subject to consideration in accordance with the procedure established by the laws of the Republic of Kazakhstan.

6.2. In case of disputed issues, the Customer shall apply to the Bank with a written request. Claims shall be accepted for consideration within 45 (forty-five) calendar days from the date of the operation.

6.3. The term for consideration of the claim shall be as follows:

- for applications for consideration of a standard dispute situation in cases where additional information is not required – within fifteen calendar days from the date of receipt of the application;
- if additional study is necessary by obtaining additional information or conducting an audit – within thirty calendar days from the date of receipt of the application or in accordance with the requirements of the laws of the Republic of Kazakhstan.

7. Other terms and conditions

7.1. The Customer guarantees that all the terms and conditions of this Contract are clear to him/her, and the Customer accepts the terms without reservations and in full.

7.2. The Customer guarantees that he/she will not use KZI i-Bank for purposes other than those specified in this Contract and on the Bank's Website.

7.3. When conducting an expenditure transaction on a bank account in a currency other than the currency of the account, the Bank converts the withdrawn amount into the currency of the transaction at the current non-cash exchange rate set by the Bank at the time of receipt of the payment document. The non-cash exchange rate is set by the Bank daily and posted on the Bank's Website. The non-cash exchange rate can be changed by the Bank during the day, depending on the situation on the market.

7.4. The external presentation and guarantees of the Bank's information does not guarantee the accuracy, adequacy or completeness of the information and materials presented on the pages of KZI i-Bank concerning goods/works/services of third parties, including text, graphic images and others, and the Bank is not responsible for errors or omissions of information. No warranty, indirect or direct, is given regarding the information and materials, including, but not limited to, guarantees of non-infringement of third-party rights, fitness for a particular purpose and purity from computer viruses.

7.5. Under no circumstances will the Bank be liable for any damage, including, but not limited to, direct or indirect, intentional, accidental, unknowingly or arising from circumstances, for losses or expenses incurred in connection with the KZI i-Bank web pages or their use by any person, or in connection with damage or operation, error, omission, interference, delays in operation or data transmission, computer virus or damage to the line or system, even if the Bank or its representatives are notified of the possibility of such damage, loss or expense.

7.6. All actions of the Customer are processed and accounted for by the Bank according to the time of Astana.

7.7. For all questions related to the operation of KZI i-Bank, the Customer can contact the Contact Center phones presented at the bottom of the Website page, by a short number from a mobile phone to get advice on using the system functionality.

7.8. Third parties do not have the right to distribute information provided by the Bank on the Bank's pages and other materials on KZI i-Bank without prior written consent from the Bank.