

PUBLIC AGREEMENT

The present Public Agreement (hereinafter – the Agreement) defines the terms and conditions for the cellular services and other related services rendered by the Operator under the “IZI” trademark. The “IZI” trademark is duly registered and protected in comply with the legislation in power of the Republic of Kazakhstan. /

DEFINITIONS

1. The following basic concepts are used in the present Agreement:
 - 1.1. **The Subscriber** – a natural person the herein Agreement is concluded.
 - 1.2. **The Subscription fee** – an obligatory amount of the Subscriber’s payment which depends on the Services selected.
 - 1.3. **The Subscriber number** – a telephone number allocated to the Subscriber at the conclusion of this Agreement and identifying the Subscriber’s cellular communication device connected to the Operator’s network when other subscriber devices are connected to it.
 - 1.4. **Mobile device** – a means of communication for individual use that generates electrical communication signals for transmitting or receiving information specified by the Subscriber and connected to the Operator’s network, which does not have a permanent geographically defined location within the service area, operating in cellular networks.
 - 1.5. **Automated Service System** – a comprehensive system for serving subscribers through the “IZI” application or the operator’s website after their identification using identifying data determined by the operator (subscriber number, password, code word, and/or other data). The system operates both in automatic request processing mode (by sending short text messages, USSD requests, through a personal account, or other technical means provided by the operator), allowing the subscriber to independently activate or deactivate services and related technological services, as well as to select a standard tariff plan and create a service package using the Package and Service Constructor. Additionally, it functions in an information and reference service mode through chat or communication with an operator’s customer support representative;
 - 1.6. **Archiving of the Standard Tariff Plan** – transfer of the Standard Tariff Plan to the archive database while preserving the possibility of using the archived Standard Tariff Plan by Subscribers who connected to this Standard Tariff Plan before the date of its transfer to the archive database. After the Archiving of the Standard Tariff Plan, connection of new Subscribers to it is unavailable.
 - 1.7. **Subscriber’s application** - the subscriber’s application to the Operator executed by virtue of the Automatic Servicing System or to the Operator’s reference and information service or in other ways stipulated by the present Agreement and/or the current legislation of the Republic of Kazakhstan.
 - 1.8. **ID of the Subscriber’s cellular communication device** - a code assigned by the manufacturer to a subscriber cellular communication device, which is transmitted to the network of the Telecom Operator when this device is connected to it.
 - 1.9. **Individual Identification Number (INN)** – a unique number generated for an individual, including an individual entrepreneur carrying out activities through personal entrepreneurship.
 - 1.10. **SIM-card** - an access card, which is a microprocessor module (removable or built-in), is a part of the Subscriber’s device, identifying and providing the Subscriber with access to the Operator’s services.
 - 1.11. **Package and Service Constructor** – a service constructor that allows the subscriber to independently configure the quantity and scope of services from the options available to them through the “IZI” application;
 - 1.12. **SMS** - an informational message consisting of letters and/or numbers and/or symbols typed in a certain sequence and to the extent allowed by the technical

capabilities of the Operator's network and the Subscriber's device.

- 1.13. **The Subscriber's current account** – an analytical ledger in the Operator's billing system dedicated for recording the volume of services rendered, the receipt and expenditure of money paid according to the concluded Agreement with the Subscriber as payment for services.
- 1.14. **License** - a state license of the RK "To engage in entrepreneurial activity in providing cellular communication services of GSM standard in the Republic of Kazakhstan" of the MTC No. ДС.0000317 issued by the Ministry of Transport & Communication of the RK on 24.08.1998.
- 1.15. **Limit** – the volume of basic cellular services provided.
- 1.16. **IZI mobile finance service** – the Operator's services on provision of the access to its Information system and replenishment of the Subscriber's E-wallet based on the Subscriber's Guidance for making the payment by the Subscriber and other transactions using E-money.
- 1.17. **IZI mobile application** – software designed for the Subscriber's devices and allowing the Subscriber to order a SIM card, enter into the present Agreement, register and activate the SIM card, manage the Services, Roaming, top up the balance and perform other actions available within IZI application functions using the Subscriber number of the Subscriber mobile device in comply with the Terms & Conditions IZI application use.
- 1.18. **International Telecommunication Unit (ITU)** – is a specialized agency of the United Nations in the field of Information and communication technologies.
- 1.19. **Subscriber's personal data processing** – actions aimed at the accumulation, storage, modification, addition, use, distribution, depersonalization, blocking and destruction of the Subscriber's personal data of a natural person;
- 1.20. **The Operator** – KaR-Tel, Limited Liability Partnership, registered in accordance with the current legislation of the Republic of Kazakhstan and operating on the basis of a License, located at the address: 2 Kadyrgali Zhalayiri Street, Almaty district, Astana, 010010, Republic of Kazakhstan, email address: support@izi.me, Fax +7 727 3500605 BIN 980540000397. Bank details: JSC ForteBank, BIC - IRTYKZKA, IIC KZ239650200007576641.
- 1.21. **The Partners** - persons engaged by the Operator for the rendering high-quality or promoting any services under the Agreements concluded with the Operator, including for servicing the Operator's work processes.
- 1.22. **The subscriber's number porting** - a preservation and use of a subscriber number in cellular networks service, provided to a subscriber when he concludes a new contract for the provision of cellular services with another cellular operator.
- 1.23. **Subscriber's personal data** – information relating to a natural person, recorded on electronic, paper and (or) other tangible media. The list of such information is approved by the Operator and posted on the site.
- 1.24. **Debit card** – is the electronic payment facilities which contain the information that allows its holder to make payments and (or) money transfers or receive cash or perform currency exchange and other transactions determined by the issuer of the payment card and on its terms, which the Subscriber uses in the course of replenishment of the Personal Account.
- 1.25. **IZI Application User Agreement (User Agreement)** – document describing the terms and conditions of the IZI application use.
- 1.26. **The Operator's Representative (agent, dealer, reseller, as well as subagents and its representatives)** – legal entity or natural person that is under the Power of attorney or relative Agreement with the Operator is authorized for:
 - 1.26.1. distribution of Subscriber numbers and SIM-cards; and/or
 - 1.26.2. conclusion on behalf of the Operator of contracts for the cellular services provision and/or
 - 1.26.3. provision of services to Subscribers for accepting payments, replacing SIM-cards,

etc.).

- 1.27. Public Agreement (Agreement)** – the present Agreement made by and between the Subscriber and the Operator, the subject of which the rendering the communication services to the Subscriber.
- 1.28. Registration form** – a form by which the Subscriber joins this Agreement by signing, containing information about the Subscriber, information about the Subscriber’s number and other information at the time of accession.
- 1.29. Roaming** – rendering by the Operator of cellular services to the Subscriber in the network of a cellular operator in another country, based on a roaming agreement by and between the Operator and other cellular operators. To implement roaming, the technical compatibility of the Subscriber’s Device and the telecom operator network in another country is required.
- 1.30. The Operator’s site** – The Operator’s information resources at: www.IZI.me
- 1.31. Validity period of the Standard Tariff Plan** – the period established by the Operator during which the Standard Tariff Plan is valid, upon the expiration of which the validity of the given Standard Tariff Plan automatically terminates unless extended by the Operator.
- 1.32. Validity period of the conditions of the Standard Tariff Plan** – the period established by the Operator during which the conditions of the Standard Tariff Plan are valid, upon the expiration of which Subscribers of the given Standard Tariff Plan are automatically transferred to other conditions defined by the Standard Tariff Plan or to another Standard Tariff Plan, unless the validity period of the conditions established by the Operator is extended by the Operator.
- 1.33. Spam** – sending information to the Subscriber (user), other third parties without the consent of the Subscriber (user), third party and not directly related to the Services, except for mailing messages prescribed by the legislation of the Republic of Kazakhstan.
- 1.34. Standard tariff plan** – means the Operator’s tariff offer provided by the Operator on the terms of a fixed periodic (monthly) fee, including a set list of communication services, such as Internet traffic, voice communication, as well as additional cellular communication services and other services/services provided by the Operator independently or with the involvement of Partners.
- 1.35. The Operator’s notification** – written, voice or text (by virtue of the Operator and/or mass media) message of the Operator sent to the Subscriber about the provision of services.
- 1.36. Services**– basic and additional cellular services, other services provided by the Operator to the Subscriber independently or with the involvement of Partners.
- 1.37. Internet access service** – a service for receiving and transmitting data service using the Internet, related to additional cellular services.

The present Agreement covers other concepts and definitions provided for by the legislation of the Republic of Kazakhstan on the provision of cellular communication services.

2. SCOPE OF THE AGREEMENT

- 2.1.** Pursuant to this Agreement, the Operator shall render the Services to the Subscriber, and the Subscriber shall pay for the Services provided by the Operator in the manner prescribed by this Agreement. The relationship between the Operator and the Subscriber is carried out through the Automatic Servicing System. To manage the Services selected by the Subscriber in the Automatic Servicing System, the Operator shall provide the Subscriber with IZI application for utilization. To start using IZI application, the Subscriber needs to read the IZI application’s User Agreement posted on the Operator’s site, as well as in the form of a link in the APP Store, Google Play and/or other official application stores upon downloading.
- 2.2.** To use IZI Application, the Subscriber is required to download IZI application from APP Store, Google Play and/or other official application stores and install IZI app. The Subscriber shall install IZI application independently.

- 2.3.** The Operator shall allocate to the Subscriber a number and a SIM card. The Operator shall provide the Subscriber with the opportunity to receive a SIM card or eSIM by issuing, delivering or activating it in the IZI application remotely, based on the technical capabilities of the Operator and the Subscriber's cellular device.
- 2.4.** The Operator shall render the Subscriber the following services:

 - 2.4.1.** voice communication services, including emergency calls;
 - 2.4.2.** SMS services;
 - 2.4.3.** Additional and other services, the list of which is determined by the Operator, depending on technical capability of the cellular communication network that are provided through Automatic Servicing System. The circumstances and manner for the provision of the IZI mobile financial service shall be determined by the Operator's Information System Utilization Regulations and IZI mobile financial service (Annex No. 2), which are an integral part of the present Agreement. The list of the Operator's services is not exhaustive and may be supplemented by the Operator.
- 2.5.** The information about the Services to be rendered by the Operator under the present Agreement is determined by the Operator and is posted on the Operator's site, at IZI application and (or) is communicated by sending SMS or by chatting with the Operator's information and reference service and (or) in promotion about the Operator's services and (or) is provided in the Automatic Servicing System.
- 2.6.** The Subscriber agrees that Standard Tariff Plans and/or Services may be valid for a certain limited period, and by paying for such Standard Tariff Plans and/or Services the Subscriber also agrees to the rules established by the Operator, applicable until the end of their use/validity period, as well as to the rules established by the Operator for calculating validity periods of such Standard Tariff Plans and/or Services. In the absence of other special rules for calculation or termination of validity periods established by the Operator, any such periods are calculated according to the time of Astana city, Republic of Kazakhstan, and the validity period defined in days, weeks, or months includes the day of payment/connection of the Standard Tariff Plans and/or Services, which is considered the first day regardless of the time remaining until the end of the corresponding calendar day.
- 2.7.** This Agreement is public, the terms of this Agreement are developed in comply with the legislation of the Republic of Kazakhstan and the License and are established by the Operator independently. The terms of this Agreement can be accepted by the Subscriber only by joining them as a whole, by signing the Registration Form in IZI application or in any other way determined by the Operator and not prohibited by the legislation of the Republic of Kazakhstan. At the same time, the commencement of the Subscriber's use of the Services means the unconditional acceptance by the Subscriber of the terms of the Agreement and consent to the Agreement.
- 2.8.** The rights and obligations of the Subscriber pursuant to this Agreement may be transferred to other persons only in the manner prescribed by the legislation of the Republic of Kazakhstan and the present Agreement. The Operator shall be entitled to engage Representatives, Partners and (or) third parties for the implementation of its activities, in accordance with the legislation of the Republic of Kazakhstan.
- 2.9.** Upon accession of the Subscriber to the Agreement, as well as when the Subscriber uses IZI application, the Operator shall collect, process the Subscriber's personal data, and additionally perform other actions covered by the IZI Subscribers Personal Data Policy posted on the Operator's site and at IZI application, as well as the legislation of the Republic of Kazakhstan and the Subscriber shall give its consent to such collection, processing of the Subscriber's personal data.
- 2.10.** By joining this Agreement, the Subscriber expresses consent and does not object to the Operator's right to engage third parties, including Partners and/or Representatives, for the collection and Processing of Personal Data, as well as for carrying out other actions provided for by the "IZI" Subscriber Personal Data Policy,

and also to provide the Subscriber's Personal Data upon requirements, requests, and other inquiries of authorized state bodies, courts, as well as in other cases provided for by the legislation of the Republic of Kazakhstan.

- 2.11.** The Subscriber's consent withdrawal to collect and process the personal data shall be made at the Subscriber's request via IZI application. The possibility of Service rendering depends on the Subscriber's personal data availability by the Operator and in case of withdrawal of consent, the provision of the Services will be terminated.
- 2.12.** In cases provided for by the legislation of the Republic of Kazakhstan, upon receiving requests from law enforcement authorities and/or other authorized state bodies of the Republic of Kazakhstan, the Operator has the right to request from the Subscriber data regarding users of subscriber numbers. If the Subscriber fails to provide the requested data, the Operator has the right to refuse unilaterally and extrajudicially to perform the Agreement in whole or in part by sending the Subscriber the corresponding notification. The Agreement shall be considered terminated from the moment the Subscriber receives the said notification. At the same time, the Subscriber undertakes to pay for the Services actually rendered as of the date of termination of the Agreement.
- 2.13.** The Cellular services quality indicators provided by the Operator in the Operator's service area comply with the standards in force in the Republic of Kazakhstan, technical norms and quality indicators of communication services approved by the legislation of the Republic of Kazakhstan.
- 2.14.** Internet access services qualitative indicators (data transmission speed in the data network, loss of information packets, time delays in the transmission of information packets, reliability of information transmission) comply with the recommendations of the ITU of which the Republic of Kazakhstan is a member.
- 2.15.** The quality of the Services, due to the natural conditions of radio wave propagation, may deteriorate, be interrupted, be accompanied by interference or be absent due to adverse meteorological conditions, topographical obstacles (near ground and underground residential and non-residential buildings, buildings, structures, as well as within their topography and development), near energy sources, in tunnels, basements, due to man-made reasons, due to the influence of special technical equipment for blocking the radio signal, abnormal load on the network (holidays, mass events, man-made incidents), as well as other reasons not related with the activities of the Operator. The deterioration or absence of the Services, due to these reasons, is not a fact of improper fulfillment by the Operator of its obligations.
- 2.16.** The Services provided to the Subscriber, due to the design features of the cellular network, depend on the quality of the equipment of other telecom operators, providers and users, including Subscribers who are beyond the competence of the Operator.
- 2.17.** In accordance with the legislation of the Republic of Kazakhstan, the Operator It is prohibited to provide cellular communication services via a cellular subscriber device:

 - Information about which is not included in the database of identification codes of cellular subscriber devices or does not correspond to the information included in the database of identification codes of cellular subscriber devices;
 - Information on the identification code of which in terms of confirmation of the legality of use of a cellular subscriber device in cellular networks of the Republic of Kazakhstan is not available in the database of identification codes of cellular subscriber devices.
- 2.18.** When servicing Subscribers with a billing system with real-time billing, in order to ensure the continuous use of mobile Internet services by Subscribers within the available volume and/or balance, Internet traffic or funds from the balance of Subscribers are reserved in the range from 15MB to 150MB when visiting a certain Internet site. If the Subscriber visits several sites at the same time, a reservation will be made separately for each site. The volume of reserved traffic depends on the speed and

volume of traffic consumption by the Subscriber at a particular moment in time.

3. RIGHTS AND OBLIGATIONS OF THE OPERATOR

3.1. The Operator shall undertake to:

- 3.1.1.** Provide the Subscriber with the Subscriber Number for use for the period of this Agreement, connect the Subscriber's cellular communication device to the Operator's network, provide the Services via Automatic Servicing System selected by the Subscriber in accordance with the terms of this Agreement.
- 3.1.2.** By virtue of the Automatic Service System, provide 24 hours a day the Subscriber for free with information about the Services provided, about the status of the Personal Account, reporting information about the status of the Personal Account in the current Accounting period, including the Services use time, their duration and cost, about all connections with other users.
- 3.1.3.** Carry out other duties stipulated by the legislation of the Republic of Kazakhstan.

3.2. The Operator shall be entitled to:

- 3.2.1.** Make modifications or additions to the terms of this Agreement by posting the relevant information at the Operator's site, in IZI application or by sending SMS to the Subscriber. The modifications or additions to the terms of this Agreement shall be considered accepted and agreed upon by the Subscriber, if after 30 (thirty) calendar days from the publication or notification date of the Subscriber made by the Operator about amendments or additions to this Agreement, the Subscriber does not terminate this Agreement by virtue IZI application.
- 3.2.2.** Make modifications or additions to the provision of Services and other services of the Operator or cancel them unilaterally. Whereas the Operator notifies the Subscriber 30 (thirty) calendar days prior to sending SMS and (or) in another public way (by posting information on the Operator's site and (or) Partners, and (or) Representatives of the Operator and at IZI application).
- 3.2.3.** In case of violation by the Subscriber of the terms and condition the present Agreement, including the violation by the Subscriber of p. 4.3. of this Agreement, the provision of the Services in whole or in part shall be suspended until the violations are completely eliminated. If violations are not eliminated, the Operator terminates access to the communication network in accordance with the legislation of the Republic of Kazakhstan.
- 3.2.4.** Carry out, in accordance with the legislation of the Republic of Kazakhstan, recording incoming calls received by the Operator's reference and information service. In order to ensure proper quality of information and reference services for all Subscribers, the Operator has the right to process Subscriber requests in automatic request-processing mode and/or in communication mode with an employee of the Operator's information and reference service, depending on the Operator's workload and the need to provide equal access to service. The Operator, in cases of repeated requests by the Subscriber on issues not related to the Operator's activities, or in cases of violation by the Subscriber of ethical norms (disrespectful treatment of the Operator's specialist, use of obscene language, aggression, insults, threats, etc.), has the right to unilaterally restrict access to information and reference services, including direct service by the Operator's specialist in the information and reference service.
- 3.2.5.** Charge off money from the Subscriber's personal account in favor of the Operator's income, if the Subscriber has not submitted its requirements for the balance of money return from its personal account through Automatic Servicing System within 3 (three) years after the Agreement termination on the grounds according to clause 9 of this Agreement and (or) the legislation of the Republic of Kazakhstan.
- 3.2.6.** Conduct drawings, promotions and other marketing activities, providing the

Subscriber with bonuses, discounts and other privileges. Bonuses and discounts are used by the Subscriber solely to receive the Services in accordance with the conditions announced by the Operator as part of the events held, and are not refundable to the Subscriber in monetary or other terms, except as expressly provided by the Operator in the conditions of the events.

- 3.2.7.** Refuse to port the number if the Subscriber has a debt in front of the Operator.
- 3.2.8.** During the Subscriber's registration in the "IZI" Application, request data from an identity document and/or information contained in an identity document, through the procedure of scanning, manual data entry, or obtaining access to digital documents via state information systems.
 - 3.2.8.1.** For the purposes of security and prevention of unlawful use of the Subscriber's personal data and identity documents, when providing certain types of Services, the Operator shall have the right to verify the Subscriber by requesting a photo of the Subscriber's face together with the identity document held in hand, or by requesting access to the Subscriber's digital documents through state information systems.
- 3.2.9.** Accept cards issued by foreign banks for payment of the Services and other purposes of the Agreement, the list of countries and issuing banks is determined by the Operator independently.
- 3.2.10.** Unilaterally refuse to execute this Agreement, if the Subscriber fails to comply with the requirements for mandatory re-registration of the subscriber number in the name of the new owner upon porting it to another person without retaining the rights, duties and responsibilities pursuant this Agreement.
- 3.2.11.** Unilaterally refuse to perform this Agreement, if the Subscriber withdraws its consent to collect and process the Subscriber's personal data.
- 3.2.12.** The Operator shall be entitled to block the sending of SMS from the Subscriber's number to paid services (short numbers), sending to which may result in unauthorized debiting of money from the subscriber's personal account. The Operator, at the request of the Subscriber, opens access to send SMS to blocked short numbers, while the Operator has the right to refuse the Subscriber such opening of access to a specific short number at its discretion.
- 3.2.13.** Exercise other rights that do not contradict the legislation of the Republic of Kazakhstan.
- 3.2.14.** In case of reorganization of the Operator, including but not limited to merger, consolidation, division, separation or transformation, the Operator reserves the right to transfer all its rights and obligations under this Agreement to the legal entity resulting from such reorganization. The Subscriber hereby confirms that such transfer may be made without the need to obtain additional consent.

4. RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER

4.1. The Subscriber shall undertake to:

- 4.1.1.** Use the Subscriber's mobile device running those versions of operating systems with which IZI application is compatible. The device must be of proper quality, having a certificate of conformity, meeting the standards in force on the territory of the Republic of Kazakhstan, in accordance with the instructions for its operation and taking into account special orders and rules in force in a certain territory (airport, aircraft, etc.), as well as restrictions in cases of possible interference or a dangerous situation (medical facilities, service stations, fuel storage and reloading areas, blasting sites, etc.).
- 4.1.2.** Register the subscriber device with a mobile operator in comply with the registration procedures of the subscriber's mobile devices. The registration is subject to the Subscriber mobile device, determined in accordance with the

registration procedures of the subscriber's mobile devices. Whereas it is required to provide the Operator with information on:

- 4.1.2.1. IIN;
 - 4.1.2.2. Identification code of a cellular subscriber device
 - 4.1.2.3. Subscriber number used by the Subscriber's mobile device.
Register a Subscriber's mobile device used by protected persons, the identification code of the subscriber's mobile device is required only;
 - 4.1.3. Cancel registration with the Operator in comply with its procedures, in case of refusal to use the registered subscriber device.
 - 4.1.4. Aware of terms and conditions of the Services posted on the Operator's site, IZI application.
 - 4.1.5. Aware of the User agreement for the IZI application posted on the Operator's site.
 - 4.1.6. Follow the instructions of IZI application while using IZI application.
 - 4.1.7. Pass the registration via IZI application.
 - 4.1.8. Fulfill the terms of the Agreement.
 - 4.1.9. Pay for the Services in accordance with the conditions and rates established by the Operator in comply with this Agreement.
 - 4.1.10. Provide the Operator with reliable data related about the Subscriber, including those specified in the Registration Form and use valid identification documents of the Subscriber during the registering at IZI application. In case of alternations in documents, go through the re-registration procedure at IZI application.
 - 4.1.11. In case of loss (theft), damage (destruction) of the Subscriber device or SIM card, the Subscriber, in order to block their use:
 - 4.1.11.1. apply the Operator through the Automatic Servicing System; or
 - 4.1.11.2. independently blocks the Subscriber's number through IZI application
 - 4.1.12. Pass the re-registration of own subscriber's number in the name of a new owner before the porting of the subscriber's number to a third party. The use of the Subscriber's number by other persons in violation of the procedure established by this clause does not relieve the Subscriber from the fulfillment liability terms pursuant to this Agreement.
 - 4.1.13. Personally control access and use by third parties, including minors, of the subscriber device, SIM card and other devices related to the Services.
 - 4.1.14. Keep confidential the Identification Code of the Subscriber mobile device, other codes, keys and passwords allowing an access to the Operator's and Partners services, including the Automatic servicing system and IZI application.
 - 4.1.15. Comply with Applicable Sanctions/Export Controls Laws clause contained in Annex 3 of the Treaty, which is an integral part of the Treaty, applicable to the subscriber.
 - 4.1.16. Provide the Operator with a photo of the person together with the identity document in hand when receiving certain types of Services, for security purposes and to prevent misuse of the Subscriber's personal data and identity documents.
 - 4.1.17. Perform other duties stipulated by the legislation of the Republic of Kazakhstan.
- 4.2. The Subscriber shall be entitled to:**
- 4.2.1. Use the Operator's cellular network for conducting radiotelephone conversations and transmitting information by means permitted by the current standards, technical standards in accordance with applicable legislation of the Republic of Kazakhstan and the terms of this Agreement.
 - 4.2.2. Receive from the Operator information about the content, features and restrictions during the Service rendering, the terms of payment for the Services, the modes of operation of the Operator's services and other information in the amount and in the manner prescribed by the legislation of the Republic of Kazakhstan.
 - 4.2.3. Use the Operator's services in comply with the terms and conditions of this

Agreement and the User's agreement of IZI application.

- 4.2.4. Select Services using the features of the Package and Service Constructor of the IZI Application and the Subscriber Device, and select the type of Subscriber Number;
- 4.2.5. Choose the way of getting a SIM card.
- 4.2.6. Use intellectual services (including, but not limited to radio, games, reference and information services, dating services) at your own discretion, in accordance with the conditions established by the providers of such services).
- 4.2.7. Exchange accumulated bonuses for traffic (minutes, sms, internet) in accordance with the conditions established by the Operator, in case of the Operator provides with such feature at IZI application.
- 4.2.8. Exercise other rights prescribed by the legislation of the Republic of Kazakhstan.

4.3. The Subscriber is prohibited to:

- 4.3.1. Prevent other Subscribers from using the Operator services.
- 4.3.2. Conduct the bulk messaging in the form of advertising, informational and other materials using the Operator's network.
- 4.3.3. Carry out unwarranted and unauthorized penetration into any programs, databases and other components of the Operator's network software elements as well as carry out any other actions that may lead to disruption of the Operator's network.
- 4.3.4. Use the forwarding of incoming and/or outgoing calls using tone dialing through any switching devices.
- 4.3.5. Transmit through the Operator's network any information or software that contains viruses or other harmful components.
- 4.3.6. Transfer, reproduce or distribute in any way the software obtained through the additional service or other materials that are the subject of intellectual property rights, without the permission of the owner or the rightful owner.
- 4.3.7. Make radiotelephone calls, Internet sessions, SMS messages without the purpose of consuming the Operator's services.
- 4.3.8. Use the Subscriber number for conducting lotteries, voting, contests, quizzes, advertising, surveys, mass mailings, providing communication services to the third parties without the special permit of the Operator.
- 4.3.9. Arrange IP transit from/to the Operator's network, including gateways, for access to the mobile and (or) fixed-line telephony, IP telephony, etc. without prior consent with the Operator and compliance with the legislation of the Republic of Kazakhstan requirements, including downloading, installing and/or otherwise using software that allows switching external IP or SIP traffic to telephone numbers of the Operator's network or other networks, or switching incoming telephone connections to external IP/SIP servers on the Internet.
- 4.3.10. Carry out other activities that may lead to disruption of the network and (or) damage to the Operator.
- 4.3.11. Upon using IZI application, the Subscriber shall not allow to:
 - 4.3.11.1. Use or access the IZI application in any way that harms, overburdens or degrades the operation of the IZI application in whole or in part;
 - 4.3.11.2. Modify, alternate, adapt, translate, update or otherwise prepare derivative works or improvements to IZI application;
 - 4.3.11.3. Grant access to IZI application to any third party (other than authorized users) or otherwise allow a third party (other than authorized users) to use or benefit from IZI application;
 - 4.3.11.4. Copy, modify, convert, disassemble, decompile, decode or adapt IZI application or otherwise attempt to discover any source code or underlying technical information;
 - 4.3.11.5. Bypass or violate any security or safety device used or contained at the IZI application;

- 4.3.11.6.** Disclose to the third parties of a comparable analysis result, comparative study or analysis of IZI application;
- 4.3.11.7.** Use, export or re-export (directly or indirectly) the IZI application or part thereof:
- in breach of any applicable laws; or
 - to any country for which the United States or any other government or any agency thereof, upon export, requires an export license or other governmental authorization without obtaining such license or authorization;
- 4.3.11.8.** Access, store or transmit any viruses, Spam, malware, bulk-mailing or duplicate messages or any material in the course of using IZI application that is illegal or harmful;
- 4.3.12.** Use IZI application:
- to gain unauthorized access or disrupt any service, device, data, account or network;
 - to post, transmit, upload, link to, send or store any information that is illegal, offensive, obscene or discriminatory;
 - to store or transmit data that infringes the intellectual property rights of any person; or
 - to sell, resell, licensing, sub-licensing, distribute, disclose, transfer, rent or lease the software licenses or inclusion of software licenses in service desk services or outsourcing, equipment management or third-party training offerings.

5. COST OF THE OPERATOR'S SERVICES AND PROCEDURE OF PAYMENTS

- 5.1.** The rates for the services shall be established by the Operator independently in compliance with the requirements of the Republic of Kazakhstan legislation and this Agreement.
- 5.2.** The Subscriber shall independently form the number and volume of Services from those presented to the Subscriber through the Package and Service Constructor IZI Application. The terms and conditions of the Services and tariffs are available in the IZI App and on the Operator's website.
- 5.3.** The records of the radiotelephone connection duration shall be kept in accordance with the Billing Unit Law of the Republic of Kazakhstan.
- 5.4.** In calculation of the connection cost, if the Price Plan formation by the connection duration expressed in a billing unit, contains thousandths or less of tenge, rounding up to the next hundredth of tenge is applied.
- 5.5.** The payments for the Services shall be carried out by means of an advance payment procedure.
- 5.6.** The payment date (crediting of funds to the Subscriber's personal account) is the date of receipt to the Operator's account.
- 5.7.** Upon accessing to this Agreement, the Subscriber shall make an advance payment in the amount calculated according to the Services chosen by the Subscriber.
- 5.8.** The subsequent advance payments shall be made by the Subscriber in the amount of consumption of the Services to be selected.

6. FEATURES OF ROAMING SERVICES

- 6.1.** Upon activation of the Roaming service, the Subscriber shall agree to the conditions for Roaming service activation as well as paying for the Roaming service in accordance with the rates set by the Operator. All information about the Roaming service is posted on IZI application, the Operator's or Operator's representatives' site, and (or) third parties, and (or) is communicated by sending SMS and (or) in promotional materials about the Operator's Services, and (or) provided by the Operator's information and reference service.

- 6.2. The Operator shall be entitled to set a threshold amount for activating the roaming service. The Operator shall be entitled to suspend involuntarily, the provision of Services to the Subscriber's number in case of receipt of real-time information from the Operator's roaming partner about the excess of the Services cost of rendered over the established threshold amount.
- 6.3. The Operator shall be entitled to determine the terms and conditions for activating the roaming service by virtue of the Automatic Servicing System for all Subscribers with a Subscriber number activation date of less than 180 days.
- 6.4. The cost calculation of the roaming service occurs as information is received from roaming partners upon using of the Roaming service. The incoming and outgoing calls, sending a SMS, access to the Internet and other services, including call forwarding come under the payment in comply with the conditions and rates for the provision of such Services.
- 6.5. The withdrawal of the Subscriber's consent to activate the roaming service shall be made upon the Subscriber's application by virtue of the Automatic Servicing System.

7. OPERATOR'S FAIR USE POLICY

- 7.1. In the course of the Services rendering under this Agreement, the Operator shall apply the fair use policy for the services specified in Annex No.1.
- 7.2. If the Operator finds the violations of this fair use policy, may, at its discretion:
- 7.3. Without notice to the Subscriber, suspend the Services under which the Fair Use Policy is violated, or if it is impossible to suspend individual Services, suspend all Services; and/or
- 7.4. Services that provide unlimited data transfer, without notice to the Subscriber, limit the maximum data transfer bandwidth for the Subscriber until the Subscriber eliminates of the fair use policy violations and the Subscriber notifies the Operator of such elimination.
- 7.5. Upon finding of the malicious actions of Subscribers aimed at causing losses to the Operator without the purpose of receiving the Services in good faith in comply with this Agreement and the fair use policy, the Operator shall be entitled to demand compensation from Subscribers for such losses in full.

8. LIABILITIES OF THE PARTIES

8.1. The Operator's liabilities

- 8.1.1. The Operator shall be liable to the Subscriber for non-fulfillment or improper fulfillment of contractual obligations, while the Operator and the Subscriber hereby agree that liability is limited to the amount of direct damage (actual damage) caused to the Subscriber, and the Operator shall not be liable for possible losses of the Subscriber and (or) third parties for the loss benefits.
- 8.1.2. The Operator shall be released from liability if it is proved that the failure to properly fulfill the obligations hereof arose as a result of:
 - 8.1.2.1. The force majeure circumstances (fire, natural disasters, hostilities, strikes, riots, terrorist attacks, weather events, magnetic storms, etc.);
 - 8.1.2.2. an issuance of the Government regulation, resulting in the impossibility of the Operator to fulfill its obligations hereof;
 - 8.1.2.3. the violations by the Subscriber of the liabilities established under the legislation of the Republic of Kazakhstan and this Agreement;
 - 8.1.2.4. an unauthorized use of Services by third parties;
 - 8.1.2.5. other acts (omissions) of third parties;
 - 8.1.2.6. accidents/failures on communication networks, destruction of buildings, structures and technical devices, networks, telecommunication equipment, as well as other circumstances beyond the reasonable control of the Operator.

8.2. The Operator shall not bear liability:

- 8.2.1. For the quality of services provided by other telecom operators, as well as upon

- combination of the Operator's Services with services provided by other operators;
- 8.2.2.** For the quality and content of services provided by third parties using the network and (or) the Services of the Operator;
- 8.2.3.** For compliance by the Subscriber, communication users and other persons with the current legislation of the Republic of Kazakhstan, including the protection of copyright and related rights;
- 8.2.4.** For the content and type of advertising, informational and other materials and (or) information sent by third parties using the Services, to the Subscriber who agreed to receive these materials and/or information or who provided the opportunity for third parties to receive data about their subscriber number;
- 8.2.5.** For the actions of the bodies carrying out law enforcement intelligence-gathering activities on the Operator's networks and disclosure by these bodies to third parties of information about the Subscriber and the Services provided, as well as for the requirements of law enforcement agencies to stop and/or limit the provision of Services to the Subscriber;
- 8.2.6.** For the unavailability of individual nodes or resources of the worldwide Internet network administered by third parties;
- 8.2.7.** For losses incurred by the Subscriber and (or) third parties for loss of the Subscriber mobile device's ID, other codes, keys and passwords that give access to the Operator's and Partners Services, including the Automatic Servicing System and errors during replenishment personal accounts and use of the Automatic servicing system;
- 8.2.8.** If it is found impossible to provide the services to the Subscriber and IZI application is incompatible with the Subscriber device;
- 8.2.9.** For incorrect operation of the Services when the SIM card is used in Subscriber's devices, such as M2M/IoT systems, car modules, alarm systems and other devices that are not smartphones or similar devices for Subscriber's personal use, as well as for the consequences caused by their operation, including automatic calls or data transfer without Subscriber's participation;
- 8.2.10.** For losses incurred by the Subscriber and (or) users as a result of fraudulent activities of third parties;
- 8.2.11.** The Operator shall not be liable: a. for termination of provision or deterioration in the quality of Services occurring during preventive/technical maintenance carried out by the Operator, if the Subscriber was notified thereof by a means available to the Operator.
- 8.2.12.** In other cases provided for by the legislation of the Republic of Kazakhstan.

8.3. The Subscriber's liability:

- 8.3.1.** The Subscriber shall be liable to the Operator in case of failure to properly fulfill the obligations hereof, including violation of the bans established by clause 4.3. hereof and be obliged to reimburse the Operator for losses in full.
- 8.3.2.** The Subscriber shall be liable for the risks associated with the withdrawal of the Subscriber's number and (or) device from owning and for the porting the Subscriber's number and (or) device to third parties.
- 8.3.3.** Failure to comply with any of the representations and/or obligations set forth in the Agreement, which, in the reasonable opinion of the Operator, may result in adverse consequences for the Operator, may be deemed a material breach, entitling the Operator to immediately terminate any and all existing agreements with the Subscriber unilaterally, without any obligations or liabilities specified in the relevant agreement.
- 8.3.4.** The Subscriber agrees to fully indemnify and hold harmless the Operator and its representatives from any and all liability and guarantees compensation for any damages, losses, liabilities, penalties, fines, and/or expenses (including attorneys' fees and legal costs) arising from the Subscriber's failure to comply

with clauses 4.1.15 and 4.1.16 of this Agreement, including any violation or alleged violation of the requirements of the Applicable Law.

9. TERM AND TERMINATION OF THE AGREEMENT

- 9.1.** The present Agreement shall enter into force from and after the Subscriber accession to this Agreement in accordance with clause 2.7 and be valid until its termination on the grounds specified by the legislation of the Republic of Kazakhstan and this Agreement. Whereas a consent to collect and process the Subscriber's personal data is also valid for the period necessary for collection and processing, unless otherwise provided by the legislation of the Republic of Kazakhstan.
- 9.2.** The Subscriber shall be entitled to terminate the Agreement unilaterally at any time, by terminating the Agreement in IZI application or through porting a subscriber number in accordance with the legislation of the Republic of Kazakhstan. The actual termination on provision of the Services by the Operator shall be made from the initiation date on termination/porting of the subscriber number. Whereas the termination of this Agreement shall not be allowed if the Subscriber has a debt.
- 9.3.** If a request is received from the Centralized Database of Subscriber Numbers (CBDAN) for subscriber number for which there is a debt, the Operator shall be entitled to notify the CBDAN in any form about the refusal to Port the Subscriber Number due to fact that the Subscriber has a debt.
- 9.4.** The Operator shall be entitled to terminate this Agreement unilaterally (unilateral refusal) in cases stipulated by the legislation of the Republic of Kazakhstan and violation by the Subscriber of the terms of this Agreement.
- 9.5.** Upon termination of this Agreement, the Subscriber number shall be withdrawn, except for cases when the Agreement is terminated due to the porting of the subscriber number to the other operator's network. The subscriber's mobile device, which is owned by the Subscriber, shall not be redeemed by the Operator and the SIM card cost shall not be reimbursed to the Subscriber.
- 9.6.** The withdrawn Subscriber's number may be transferred to another Subscriber in the future.
- 9.7.** The accrued bonuses and discounts received by the Subscriber as part of the Services provided, upon termination of this Agreement, shall not be returned to the Subscriber, shall not be paid out or otherwise compensated, except as expressly provided by the Operator in the conditions of the promotion. In case of termination of the Agreement, the rest of money at the Subscriber's current account will be returned to the Subscriber within 30 (thirty) calendar days from the date of filling out the claim in IZI application for a refund. Refunds shall be made in a non-cash form, by crediting money to a bank card or bank account that belongs exactly to the Subscriber. The details of the bank card or bank account shall be indicated by the Subscriber in the claim.
- 9.8.** The Operator shall be entitled to unilaterally refuse to perform the Agreement without notice to the Subscriber, if:
 - The Subscriber does not use the Operator's Services (incoming and outgoing communications, sending/receiving short text messages, receiving/transmitting mobile data) for 12 months.
 - The Subscriber has a debt to the Operator (for example: due to the roaming service use), which has not been repaid within 6 months from the date of occurrence.

10. MISCELLANEOUS

- 10.1.** In all matters not regulated by the terms of hereof, the Parties shall be guided by the law of the Republic of Kazakhstan.
- 10.2.** All disputes and differences relating to this Agreement shall be settled by the Parties in accordance with law of the Republic of Kazakhstan.
- 10.3.** The present Agreement is drawn up in the state, Russian and English languages, having the same legal force.
- 10.4.** In case of non-fulfillment of the Subscriber liabilities which are due, including

late payments, the Operator has an ex officio right to apply for notary's executive endorsement. A notary's executive endorsement may be issued upon an application of the Operator according to:

- 10.5. This Agreement shall apply to all Subscribers upon and after posting this Agreement on the Operator's site, in IZI application.
- 10.6. The Subscriber shall be entitled to initiate the terminating the Agreement in IZI application within 30 (thirty) calendar days from the sending date of mass mailings of SMS or publication on the Operator's site, in IZI application of this Agreement. Failure to receipt by the Operator within the specified period of the initiated termination of the Agreement as well as the Subscriber's use of the Operator's Services, means the Subscriber's unconditional acceptance of the terms of hereof.

Annex No1 To the Public Agreement

FAIR USE POLICY

1. The Operator is aimed to provide all Subscribers with the best quality Services and ensure their ability to freely exchange information, in respect of which, the Operator shall apply the following the fair use provisions on communication services and the Subscriber shall ensure its execution.
2. Voice communication services are intended for a "live" dialogue between individuals and, unless otherwise specifically agreed in writing between the Operator and the Subscriber, shall be provided solely for personal use. Whereas the subscribers and users can use automatic servicing systems that do not involve "live communication" between individuals, during the time necessary for the fair use of such systems.
3. The constant and (or) excessive use of the voice services, as well as abuse of communication services through excessive use of conference services, call hold and (or) call forwarding may adversely affect the Operator's cellular network and (or) network operation and (or) equipment of the Partners activity, as well as may limit the ability of other Subscribers to receive services of proper quality and therefore, such actions violate this Agreement.
4. The violations of the voice services use include, but are not limited to:
 - use of such services in daily basis significantly exceeding the average daily consumption of voice services by Subscribers and users of the Operator;
 - outgoing voice connections with an anomalous duration, including many short calls to different subscriber numbers or several outgoing calls of abnormally long duration and if there is a general limitation on the duration of voice connections, the duration is close to the maximum;
 - use of voice communication services for the transmission of various kinds of broadcasts, monitoring, transmission of recorded materials or other voice connections that do not constitute a live communication between two or more individuals with the exception of interaction with automatic service systems for the time necessary for the fair use of such systems.
5. The abuse of voice communication services with the use of conference services of call retention and (or) call forwarding is understood to, among other things:
 - a frequent use of the Customer Retention Services beyond the time normally required by such services and in any event over 10 minutes;
 - use of the abovementioned Services in order to generate income or mislead Subscribers, other users of communication services, as well as bypass restrictions or deceive automatic systems;
 - use of the abovementioned Services on a permanent or continuous basis without prior written agreement with the Operator.
6. Data transfer services, unless otherwise agreed in writing between the Operator and the Subscriber, shall be provided within the framework of communication services for personal use. Whereas, unlimited data transfer services may be offered as part of the services provided, which provide for a decrease in data transfer speed and (or) limiting certain types

of use (for example, downloading/distributing files in P2P (torrent) networks and applications, using VoIP/SIP services, browsing video, etc.) on a permanent basis or on a temporary basis.

7. The speed reduction is possible in the following cases:
 - for all Subscribers and users in case of network congestion during peak hours;
 - for individual Subscribers and users upon consumption of a volume of traffic which is significantly higher than the average statistics.

The speed down allows to evenly distribute the load on the Operator's network, since the transmission capacity of each base station is limited. Whereas the Operator tries to maintain sufficient speed for comfortable use of social networks, instant messengers, checking mail and watching videos in acceptable quality.

8. The unfair use of Internet access services is the use of the service in an amount exceeding the average monthly indicator of the services use by 90% of subscribers.
9. As part of such offers, the Operator, at its discretion, may also provide functionality to restore speed or remove restrictions for a fee. Such restrictions are usually sufficient to ensure the uninterrupted operation of the services for all Subscribers and users. Whereas the following cases shall be considered as a violation of the fair use policy:
 - The Subscriber consumes an excessive amount of traffic in a short period of time in the regions with limited data transmission channels, which affects the overall quality of the Services in the corresponding direction; and/or
 - The Subscriber carries out actions prohibited in accordance with clause 4.3 of hereof.

10. SMS services abuse is meant:

- the sending SMS in the amount exceeding the average monthly indicator of sending such messages 90% of Subscribers;
- the use of Subscriber numbers for any bulk SMS mailings, including SMS mailings of informational and/or advertising nature. Whereas, mass mailings mean the simultaneous sending of over 50 (fifty) SMS messages within 7 (seven) calendar days from the subscriber number(s) of both the Operator's network and networks of other mobile operators of the Republic of Kazakhstan or other countries.

11. The subscriber shall be obliged to use subscriber numbers only in mobile phones and not be using in equipment referred to as a GSM gateway and/or SMS gateway or having its characteristics.

12. Use of the Operator's Services must be carried out in accordance with the principles of fair use. If the Operator identifies actions performed by the Subscriber without the purpose of fair receipt of Services, for example: use of Services and/or Tariff Plans not for their intended purpose; resale and/or other commercial use of Services intended for personal, family, or other similar use; changing one Tariff Plan to another more than five times per day without justified necessity; call forwarding that obstructs other Subscribers' use of Services; actions prohibited under Clause 4.3 of the Agreement; as well as other actions related to unlawful use of resources and services in the Operator's communication networks and/or negatively affecting the operation of the network, the Operator shall have the right to suspend Services in whole or in part, restrict access to services, or refuse to perform the Agreement in the manner provided for by the Agreement.

13. The Subscriber shall be prohibited from using special technical devices/tools/programs that are not means of individual use and/or designed to provide third parties with access to the communication services, including those provided by other telecom operators, including fixed-line telephony and Internet/IP telephony. The transition of the traffic from/to the Operator's network is prohibited also.

The RULES

for the use of the Operator's Information System and provision
of the IZI mobile finance service (hereinafter referred to as the "Rules")

These Rules regulate the relations between the Operator and the Subscriber, arising from the sale by the Operator on behalf of the Banks and acquisition by the Subscriber of E-money to make payments with them under civil transactions and carry out other operations, as well as establish the procedure for using by the Subscriber of the Operator's Information System, through which the Subscriber delivers Instructions for Replenishment of the E-wallet, and performing other transactions with the E-money.

1. The following basic concepts are used in the present Rules:
 - 1.1. **Authorization** - the process of verification (confirmation) of the Subscriber's rights to perform operations in the "IZI mobile finance service" Personal Office upon the Subscriber's attempt to enter the "IZI mobile finance service" Personal Office by typing the Login and Password.
 - 1.2. **Bank or Issuer** – the second-tier banks that issue and repay E-money in the E-money System in accordance with the requirements of the laws of the Republic of Kazakhstan. The name, places of location, and registration numbers of the Banks are specified in the System Rules and on the Websites of the E-money System Operators.
 - 1.3. **E-Card (hereinafter - the Card)** - an electronic means of payment issued by a payment institution, an access tool to an E-wallet in the E-money System, whereby an E-money owner-individual makes a payment and/or a transfer of E-money.
 - 1.4. **Information System** - the Operator's system and relevant institutional and technical resources that ensure the transfer of the Subscriber's Instructions.
 - 1.5. **Limit** - the maximum amount of one transaction and/or the number of transactions within a certain period, established by the Operator and the E-money System Operator, which are available for the E-money owner for its/their performance.
 - 1.6. **IZI mobile finance service Personal Office** - a special-purpose section of the Operator's Website, secured by special security features, which provides the Subscribers with access to the Operator's Information System so the Subscriber can send the Instructions for replenishing the E-wallet and effecting payments with the E-money for the benefit of third parties under civil transactions or for other transactions with the E-money, which contains data on the completed replenishments of the E-wallet, payments and other transactions with the E-money
 - 1.7. **Login** - the name (identifier) of the Subscriber's Personal Office, which allows the Subscriber to log in to the Personal Office.
 - 1.8. **IZI mobile finance service** - services of the Operator for providing access to its Information System and Replenishment of the Subscriber's E-wallet based on the Subscriber's Instruction so that the Subscriber can effect Payments and other transactions using E-money.
 - 1.9. **E-money System Operators** - payment institutions that ensure the functioning of the E-money System and render services to provide information and technological interaction between participants of settlements, including the collection, processing, and transmission of information generated during transactions made using E-money.
 - 1.10. **Password**- a set of characters and/or symbols and/or digits, aimed to confirm the Subscriber's identity and authorities when he/she logs in to the IZI mobile finance service Personal Office, which is intended to protect the information from unauthorized access by third parties.

- 1.11. **Payment** - payments made by the Subscriber using E-money for goods, works, and/or services of third parties (Providers) under civil transactions concluded between the Provider and the Subscriber.
 - 1.12. **Repayment of E-money** - a transaction performed by the Issuer for the exchange of E-money presented by its owner or subject to repayment without its presentation in cases prescribed by the laws of the Republic of Kazakhstan, for an amount of money equal to its nominal value, which is carried out according to the System Rules and the legislative requirements of the Republic of Kazakhstan.
 - 1.13. **E-wallet replenishment** - a transaction for acquiring E-money and its depositing to the E-wallet, performed at the Subscriber's Instruction.
 - 1.14. **Provider** - a person who provides services, works and sells goods to the Subscribers, for whose benefit the Subscriber makes the Payment.
 - 1.15. **System Rules** - the rules set forth and agreed by the Issuers within the legislation of the Republic of Kazakhstan, according to which the issue, sale, acquisition, acceptance, transfer, and repayment of E-money and other transactions for their use are made, which are published on the Internet on the Websites of the E-money System Operators.
 - 1.16. **Public Agreement** - an agreement concluded between the Subscriber and the Operator, which subject matter is the provision by the Operator of communication services to the Subscriber.
 - 1.17. **Operator's Website** - the information resource of the Operator on the Internet at www.IZI.me.
 - 1.18. **Websites of the E-money System Operators** - the information resource of the E-money System Operator.
 - 1.19. **E-money System** - an aggregate of software and hardware means, documentation, and organizational and technical measures of the E-money System Operator, which ensure making of payments and other transactions with E-money.
 - 1.20. **Instruction** - an order of the Subscriber, serving simultaneously as the Subscriber's order to the Operator to replenish the Subscriber's E-wallet and order to the E-money System Operator to carry out Transactions with E-money, provided by the Subscriber using the methods specified in paragraph 12 of these Rules.
 - 1.21. **E-money System Participant** - a natural or legal person, who/which, in accordance with these Rules, the System Rules and/or the concluded agreement, has the right or obligation to issue, transfer, accept, use, acquire, sell or repay E-money in the framework of the E-money System.
 - 1.22. **Fraud** – unauthorized actions or unauthorized use of resources and services in the Operator's communication networks, as well as other actions that may have an adverse impact on the work of the Operator's network or the Information System.
 - 1.23. **E-money** - unconditional and irrevocable money obligations of the Issuer, kept in electronic form and accepted as a means of payment in the E-money System by other E-money System Participants.
 - 1.24. **E-Wallet** - a microprocessor (chip), PC software, or other software/ hardware means in which the E-money is stored and/or which allows access to it, enabling the Subscribers to make payments, transfers, and other Transactions with the E-money.
 - 1.25. Any terms for which definitions and meanings are not stipulated in these Rules shall be construed in accordance with the definition and meaning prescribed for such terms in the Public Agreement.
2. **Following the terms of these Rules, the Operator shall:**
 - 2.1. Perform Replenishment of the E-wallet for the purpose of making by the Subscriber of Payments or other transactions with the E-money on the terms defined by the Issuer;
 - 2.2. Provide Subscribers with an opportunity to use the Information System ensuring the transmission of the Subscriber's Instructions to the Operator and the E-money System

Operator regarding the Replenishment of the Subscriber's E-wallet and performance of transactions with the E-money.

3. The sale of E-money by the Operator to the Subscriber is carried out to enable the Subscribers to pay for services/goods/works of the Provider or carry out other transactions with E-money in the E-money System. By giving an Instruction, the Subscriber acquires an amount of E-money from the Operator and uses it to proceed a Payment to the Provider or other transaction, on the terms and conditions defined by the E-money Issuer. The Instructions are sent by the Subscriber through the Information System, using the methods prescribed in these Rules.
4. Settlements of the Subscribers with the Operator on the E-money acquisition transactions are proceeded at the expense of the money paid by the Subscribers as an advance for the communication services, which is recorded in the Subscriber's Personal Account. The information about debits from the Subscriber's Personal Account in connection with the acquisition of E-money by the Subscriber is reflected in the details on the provided communication services, which are issued under the Public Agreement.
5. Replenishment of the E-wallet, Payments, presentation of E-money for Repayment, and other transactions with E-money is carried out by the Subscriber in the manner and on the terms stipulated by the System Rules published on the Websites of e-money Operators. Taking these Rules (Offers) by accepting them, the Subscriber acknowledges its consent and joins the Systems Rules to the fullest extent.
6. The procedure of the Subscriber's joining to these Rules.
 - 6.1. The Subscriber's joining to these Regulations means the Subscriber's acquaintance and consent to the conditions of these Rules.
 - 6.2. The moment of the Subscriber's joining to these Rules and their entry into force is deemed to be the moment when the Subscriber takes one of the following actions:
 - 6.2.1. Accessing to the Public Agreement;
 - 6.2.2. Confirmation of his/her consent to the terms and conditions of these Rules which is expressed by checking (putting a tick) in the respective box near the text of these Rules on the web resources or any other applications meant for the Subscriber's devices;
 - 6.2.3. Sending an SMS to 2020, 2505, 9909 or any other number specified in the promotional materials and communications of the Operator or the E-money System Operator to use the Mobile finance service;
 - 6.2.4. Signing other agreements with the Operator, which contain a reference hereto, indicating the address on the Internet at which the current version of these Rules is available;
 - 6.2.5. Providing the Instruction to the Operator.
7. By joining these Rules, the Subscriber expresses his/her consent and grants the permission to the Operator, the E-money System Operator to obtain, store and process his/her Personal Data for the provision of the IZI mobile finance service, gives consent for the E-money System Operator to receive the Subscriber's personal data from the Operator, as well as consent to transferring the Personal Data of the Subscriber to the Operator, Bank, Provider and proxies of the specified persons, as well as other persons in the process of rendering the IZI mobile finance service provided for by these Rules and the circulation of E-money. Processing of Personal Data means actions (transactions) with Personal Data, including their collection, storage, change, supplementation, use, distribution, depersonalization, blocking and destruction of Personal Data, as well as the transfer of Personal Data. The Operator may, under a confidentiality agreement concluded with third parties, entrust them with the processing of the Subscribers' personal data only to discharge the obligations provided for in these Rules.
8. The possibility of acquiring E-money and access to the Information System is made available to the Subscriber subject to the following conditions:

- 8.1. the Subscriber has no debts to the Operator for communication services or other services;
- 8.2. no blocking of the Subscriber's device;
- 8.3. no prohibition on using the IZI mobile finance service applied to the Subscriber's number;
- 8.4. availability of sufficient amount of money on the Personal Account;
- 8.5. if the amount of the Transaction with E-money does not exceed the established Limits;
- 8.6. if the data indicated by the Subscriber is correct;
- 8.7. if, from the moment the Subscriber starts using the Subscriber's number until the initiation of the purchase of Electronic Money, the Subscriber has used the following communication services depending on the Standard tariff plan or the Services connected through the Package and Service Constructor: SMS messages, Internet access services, outgoing calls;
- 8.8. reliability of data classified as the Subscriber's details.
- 8.9. The Operator may deny the Subscriber in the provision of the IZI mobile finance service in case the Subscriber does not meet the conditions specified in this paragraph, the Rules or the Public Agreement, or on any other grounds, which do not contradict the requirements of the legislation of the Republic of Kazakhstan.

9. The rights and obligations of the Parties.

9.1. The Operator shall be obliged to:

- 9.1.1. Ensure confidentiality of the personal data about the Subscriber, taking into account paragraph 7 hereof. The Operator may not be held liable for any damages whatsoever incurred by the Subscriber due to disclosure and/or loss by the Subscriber of his/her personal data, including the login and/or password to the IZI mobile finance service Personal Office or to the Subscriber device application through which the access to the Operator information system is provided.

9.2. The Operator shall be entitled to:

- 9.2.1. Discontinue the provision of the IZI mobile finance service or change the procedure and conditions of its provision acting unilaterally and out of court, after publishing a respective notice on the Operator's Website at least 15 (fifteen) calendar days before the discontinuation of the IZI mobile finance service or before the effective date of the changes. By joining these Rules, the Subscriber gives his/her consent to a subsequent change of the conditions and provisions, these Rules by the Operator as prescribed by this paragraph.
- 9.2.2. Amend, change or abolish any specials, offers as part of the provision of the IZI mobile finance service unilaterally, after publishing a notice thereof on the Operator's Website at least 1 (one) calendar day before the introduction of such amendments, changes, or abolition.
- 9.2.3. Request information from the Subscriber regarding the purpose of holding more than 1,500,000 (one million five hundred thousand) tenge on its Personal Account;
- 9.2.4. The Operator may unilaterally change and/or supplement the methods of giving Instructions by the Subscriber by publishing the respective information on the Operator's Website.
- 9.2.5. Deny the Subscriber to provide the IZI mobile finance service with no prior notice thereof to the latter in case the Subscriber breaches the provisions of these Rules, the Public Agreement or if fraud or forgery is detected, as well as in cases when the Operator reasonably believes that the Subscriber uses the IZI mobile finance service for money laundering or terrorist funding, or other illegal activities of which the Subscriber is suspected or charged.
- 9.2.6. Suspend transactions with E-money, made for the benefit of persons and carried out by persons indicated in the list of persons related to terrorism and terrorist organizations.

9.3. The Subscriber is obliged to:

- 9.3.1. Fulfill the requirements and obligations stipulated by these Rules;
- 9.3.2. Pay for services provided under this IZI mobile finance service, also in case of withdrawal of the Subscriber device/Subscriber number from the Subscriber's possession or its transfer by the Subscriber for use to a third party.
- 9.3.3. In case the Subscriber loses his/her Subscriber device or password and/or SIM card that provides access to this IZI mobile finance service, the Subscriber must immediately notify the Operator thereof and apply to the online support chat for the Subscriber number blocking.
- 9.3.4. Refrain from taking actions that may entail the accumulation of debts to the Operator as part of the use of the IZI mobile finance service, as well as timely repay such debts, if any, including through debiting by the Operator from the Subscriber's Personal Account.

9.4. The Subscriber shall be entitled to:

- 9.4.1. Subject to observance and compliance with the requirements provided for in these Rules, to get access to the Information System of the Operator.
- 9.4.2. Obtain information about the E-money transactions at any time on the relevant request.
- 9.4.3. The Operator's fee for the provision of the IZI mobile finance service.
- 9.4.4. The information on the amount of fee and/or commission due from the Subscriber to the Operator for the provision of the IZI mobile finance service is made available by the Operator to the Subscriber on the resources where the Subscriber can gain access to transactions under the IZI mobile finance service.

10. Responsibility and liability of the parties.

- 10.1. The Subscriber carries out Transactions with E-money in the E-money System. Responsibility for the inadequate functioning of the E-money System and/or improper provision of services to ensure information and technological interaction between the settlements' participants, including the collection, processing, and transmission of the information produced when carrying out transactions using E-money, for non-fulfillment or improper fulfillment of its obligations associated with payments and/or money transfer lies with the E-money System Operator.
- 10.2. Responsibility for the obligations to provide services, goods, and works, their quality, and delivery lies with the Provider. All claims, arising from the services and works provided and goods sold, as well as requirements for the replacement - return of the goods and/or services and/or works, are to be presented by the Subscriber directly to the Provider, from whom the goods, works or services were purchased, or it's necessary to contact the Support Service of the E-money System Operator.
- 10.3. The Operator is not liable to the Subscriber for any delays and disruptions in the functioning of technical platforms and transport networks or communication networks, which are not the fault of the Operator.
- 10.4. The Subscriber assumes all risks and responsibility for any actions of third parties, users of his/her Subscriber device, committed by using his/her Subscriber number or through special applications installed on the Subscriber device or via its identification/authentication data on websites or applications of third parties.
- 10.5. The Operator is not liable for the quality of goods, works and services provided by the Provider.
- 10.6. In case of the loss, theft, or other cases of withdrawal of the Subscriber device or SIM card from the possession of the Subscriber, the Subscriber bears all risks related to the use of the Subscriber device and/or SIM card by third parties until the Operator receives a notice from the Subscriber requesting to block the Subscriber number/SIM card.
- 10.7. The Operator bears no responsibility, including property responsibility, for inappropriate functioning or improper performance of transactions in the E-money

System, including for unauthorized access to the E-money System by third parties, inappropriate or incorrect transactions for depositing E-money to the E-wallets, transactions with the E-money, for the execution by the Subscriber of incorrect transactions, loss or disclosure by the Subscriber of its identification/authentication data or loss (withdrawal from the possession of the Subscriber), as well as provision of access to them by third parties. The Subscriber device and/or SIM card or failure to fulfill or improper fulfillment of obligations by the Provider.

- 10.8.** The procedure for providing by the Subscriber of an Instruction for Replenishment of the E-wallet and carrying out Transactions with the E-money.
- 10.9.** To replenish the E-wallet and carry out Transactions with E-money, the Subscriber provides an Instruction, which is both an order for the Operator to replenish the E-wallet with the amount of the planned Transaction with E-money and an order for the E-money System Operator to perform Transactions with E-money, specified by the Subscriber in the Instruction.
- 10.10.** The Subscriber's Instruction must contain the following data: the Subscriber number, payment amount, bank details as required in accordance with the fields in the payment form (personal account number, any other details as required by the Provider). If the Subscriber is paying by SMS, he/she also indicates the validation code sent to the Subscriber by SMS message.
- 10.11.** The Subscriber forms the Subscriber's Instruction to the Operator for Replenishment of the E-wallet and to the E-money System Operator for carrying out transactions with the E-money by one of the following methods:
- 10.11.1.** by following the guidance available in the IZI mobile finance service Personal Office of the Subscriber, on the Website www.IZI.me or in the mobile application or other sources determined by the Operator for the execution of the Instruction;
- 10.11.2.** by following the guidance set out in the Operator's customized software installed on the Subscriber device of the Subscriber;
- 10.11.3.** by sending SMS messages to 2505, 9909, or other numbers indicated in the promotional materials and communications of the Operator or the E-money System Operator;
- 10.11.4.** by using electronic payment means. In doing so, the Subscriber can link his/her personal account of the Subscriber number to the electronic payment means for the completion of payments/transfers. In such case, when initiating the payment and/or transfer, the Subscriber hereby instructs the Operator to refund the advanced money from his/her Personal Account of the Subscriber number to the E-wallet, through buying E-money for replenishment of the E-wallet until completion of the payment and/or transfer and coverage of expenses and debts, related to the execution of transactions using the means of electronic payment. Upon disconnecting the linkage of the electronic payment means to the personal account of the Subscriber number, the E-money transactions are carried out within the limits of the balance of the E-wallet;
- 10.11.5.** by linking the Subscriber number to make payments/transfers with E-money. In such case, by initiating payment and/or transfer each time, the Subscriber thereby transmits an Instruction. In case of disconnection of the Subscriber number linkage, the E-money transactions are made within the limits of the balance of the E-wallet.
- 10.11.6.** by other means specified by the Operator.
- 10.12.** The methods of providing the Instructions may be changed and/or supplemented by the Operator on a unilateral basis.

11. Other conditions.

- 11.1. Issuance of a document confirming the acquisition of E-money by the Subscriber and the execution of an E-money Transaction is carried out according to the procedure determined by the Operator.
- 11.2. To receive statements or certificates on the transactions made with E-money, as well as on the issues of resetting the password in case of impossibility to restore the password via the user application, on the issues of disputable situations related to incorrect crediting and/or writing off funds, as well as on the issue, sale, and repayment of E-money, one shall contact the chat support or write to support@IZI.me.
- 11.3. The service conditions (including the rates of commissions of the Bank, the Organizations carrying out transfer transactions and fees of the E-money System Operator), the use of electronic payment means, information about the Issuer, the E-money System Operator and the Organization carrying out transfer transactions are published on the Websites of the E-money System Operators. Before using the Operator's Information System and receiving the IZI mobile finance service, the Subscriber is obliged to get acquainted with this information.
- 11.4. In case the Subscriber's E-wallet is inactive during 3 (three) calendar months, the E-money System Operator reserves the right to block the E-wallet, however, if the Subscriber decides to take it out of blocking mode, the Subscriber must undergo the registration procedure again following the terms and conditions hereof.
- 11.5. The IZI mobile finance service may be extended or changed by engaging other Providers and Issuers as partners or by making other changes. Any such information will be published in the respective section of the website <https://IZI.me> or on the website of the E-money System Operator at www.wooppay.com or www.kempay.kz.
- 11.6. The Subscriber may reject the provision of the Mobile finance service by deactivating it through the IZI Mobile applications.
- 11.7. Accession to these Rules, the Subscriber shall agree to receive SMS messages and communications about the IZI mobile finance service from the Operator to the e-mail address that the Subscriber provides in the registration process.
- 11.8. The Subscribers can get consultations on the IZI mobile finance service through chat or at the e-mail address: support@IZI.me.
- 11.9. These Rules and all the annexes thereto are a public offer and are published on the Operator's site.
- 11.10. These Rules are an integral part of the Public Agreement. All legal relationships between the parties, not regulated by these Rules, shall be governed by the provisions of the Public Agreement.

12. Validity period.

- 12.1. These Rules shall remain in force during the entire period of validity of the Public Agreement.
- 12.2. These Rules cease to be valid in case of termination (cancellation) by the Operator or due to the termination of the Public Agreement.

Annex No 3 To the Public Agreement

SANCTIONS CLAUSE

1. The following basic concepts are used in the present Sanctions Clause (hereinafter –Clause):
 - 1.1. **Applicable Sanctions/Export Controls Law** - Sanctions (including Blocked Persons and Subjects subject to sectoral sanctions) and Export Controls;
 - 1.2. **Sanctions** - economic or financial sanctions or trade embargoes imposed, prescribed or enforced by government authorities of the relevant jurisdiction (collectively referred to as “Government Agencies”);
 - 1.3. **Blocked Person** - at any time, any person (a), whose property or right to property is blocked by any Sanctions, (b) who is designated as the subject of an asset freeze under the Sanctions, (c) who is prohibited from dealing under the relevant Sanctions or measures of the Export control or (d) owned or controlled by any such person;
 - 1.4. **Entity subject to sectoral sanctions** - at any time, any Person subject to sectoral sanctions applied or enforced by Governmental Authorities;
 - 1.5. **Export control** - laws or regulations related to the regulation of import, export, re-export, transfer, release, shipment, transfer or any presentation or receipt of goods, technologies, technical data, software or services, as well as any laws or regulations of a similar nature, applicable and enforced by Government Authorities.
 - 1.6. **Affiliates of the Subscriber** - any owner, official body, director, partner, manager, employee, any legal entity that controls or is under the control of the Subscriber or the same owner; or agents of the Subscriber;
2. The subscriber must not to assign, grant or otherwise transfer any rights or benefits of all or any part of the Agreement to any third parties without the prior written consent of the Operator. The Operator has the right to conduct due diligence on any potential successor, and the Subscriber must cooperate with the Operator in this process.
3. The subscriber must keep Applicable Sanctions/Export Controls Laws. Without limiting the foregoing, the Subscriber represents, warrants and undertakes following:
 - 3.1. Neither Subscriber nor, to Subscriber's knowledge, its agents or other Affiliates, is a Blocked Person or entity subject to Sectoral Sanctions with which transactions are prohibited by the relevant Sanctions or Export Control measures.
 - 3.2. In connection with any actions related to the Operator or this Agreement, the Subscriber shall not export, re-export, ship, sell, supply, deliver or otherwise transfer any products, equipment, technologies or software to, from or through any country or person, directly or indirectly, for the purpose of violating any Sanctions or Export Control requirements.
 - 3.3. Subscriber will not cause Operator to violate any applicable Sanctions/Export Controls.
 - 3.4. Subscriber must immediately notify the Operator of any suspected or confirmed violations, or problems of non-fulfillment of contractual obligations to the Operator.
4. **Operator has the right to:**
 - 4.1.1. Monitor and supervise clients in accordance with internal procedures. Operator may, at its sole discretion, select an independent third party to conduct due diligence as required by this paragraph. Subscriber and its Affiliates shall cooperate fully and in good faith in reviewing, renewing or periodically updating due diligence. Based on the due diligence opinion, Operator has the right to revise the terms of the Agreement or terminate the Agreement.
 - 4.1.2. Conduct surveys and audits (directly or at its sole discretion through independent third parties engaged by the Operator) to verify compliance by the Subscriber or its

Affiliates with the requirements provided for in clauses 4.1.15, 4.1.16 and Applicable legislation on sanctions/export control measures. Such surveys and audits will be reasonable in terms of scope, location, date and time. Subscriber, its Affiliates or third parties acting on Subscriber's behalf shall cooperate fully and in good faith in such inquiry or audit.

- 4.1.3.** In the event that the Operator reasonably believes that the Subscriber or its Affiliates have violated or may violate any condition of clauses. 4.1.15, 4.1.16, the Operator has the right to immediately suspend the provision of Services to the Subscriber for a reasonable period, during which the Operator will conduct the necessary audit.
- 5.** Failure to comply with any of the assurances and/or obligations set forth in this Clause to the Agreement, which, in the reasonable opinion of the Operator, may lead to adverse consequences for the Operator, as well as imposing Sanctions or Export Control Measures on the Subscriber, his Affiliated Persons, recognizing them as a Blocked Person or entity subject to sectoral sanctions, or amending the Applicable Legislation on Sanctions/Export Control Measures, or the extension or otherwise modification of the scope of application of the Applicable Law on Sanctions/Export Control Measures by means of a formal explanation or a decision of the competent public authority of the relevant jurisdiction may be considered as a material breach, giving the Operator the right to immediately terminate any and all existing agreements with the Subscriber unilaterally, without the obligations and responsibilities specified in the relevant contract.
- 6.** Subscriber agrees to fully release Operator and its representatives from any liability and guarantee compensation for any damages, costs, losses, liabilities, fines, penalties and/or expenses (including attorney's fees and fees) arising from the client's failure to comply with paragraphs 2-5 of this Clause to the Agreement, including violation or alleged violation by the client of any requirements of the Applicable Law.