

## **PUBLIC OFFER**

### **FOR EXECUTING AN AGREEMENT FOR RENDERING SERVICES OF “FINCA ELSOM”**

This Offer is an offer of the CJSC “FINCA Bank” (hereinafter referred to as the Issuing bank) to use the service “Elsom” (“E-wallet”), which is making payments and money transfers (cash, non-cash, electronic money transfers) using the technical facilities specified in this Offer.

This Offer is addressed to individuals and legal entities and an official public offer of the Issuing bank to execute an Agreement for providing the service “E-wallet” (hereinafter referred to as the Agreement; the terms and conditions of the Agreement are provided in this Offer), in accordance with the paragraph 2 of the Article 398 of the Civil Code of the Kyrgyz Republic.

The Agreement for providing the service “E-wallet” shall be deemed as executed and it shall come into force since the moment the individual or the legal entity takes actions stipulated by this Offer and meaning unconditional acceptance of all the terms and conditions of the Offer by an individual or a legal entity, without any exceptions or restrictions under the terms and conditions of accession to an agreement.

Clients can receive additional information on this Offer, information on providing the service of the E-wallet by the Issuing bank, termination of the Agreement and familiarize themselves with this Offer, the Tariffs for services of the Issuing bank on the information stands of the Issuing bank, including its structural units and branches, as well as on the official web-site in the Internet network: [www.fincabank.kg](http://www.fincabank.kg) or by phone.: + 996 (312) 440 440.

#### **1. Terms and definitions used in this Offer**

- **Agent of the Issuing bank** – an official representative of the Issuing bank, rendering services of the e-wallet on behalf of the Issuing bank for a consideration or free of charge on the ground of the agreements and/ or contracts executed with the Issuing bank.
- **Agency network** – the totality of all the Agents of the Issuing bank.
- **The Issuing bank**- The CJSC “FINCA Bank”, the NBKR’s license #051 and #051/1 of 03.03.2015, address: 93/2, Shopokov Street, Bishkek, 720021, the Kyrgyz Republic.
- **Agreement**– the Agreement for providing service “Elsom” executed between the Issuing bank and the Client on the terms and pursuant to the conditions set out in the Offer.
- **Identified client** is a Client who has undergone the procedure of identification (including remote identification and verification) and provided the following documents to the Issuing bank: the application form; a copy of passport and other necessary documents and data.
- **Client**– an individual or a legal entity who executed an Agreement with the Issuing bank and has a right to carry out operations in the Elsom system using an e-wallet.
- **Fees**– the remuneration charged by the Issuing bank and/ or Agents of the Issuing bank from the Client for rendering services.
- **Personal cabinet** – is a system for the registered users of the Elsom users which contains all the basic tools, necessary for working with an e-wallet through the Internet browser, if Internet connection is available.
- **Elsom Mobile application** is a mobile application for the Elsom users, based on Android and iOS which enables the clients to manage the e-wallet through Internet connection.
- **Non-identified client** is a Client who has undergone the registration procedure by means of remote access and who provided information in the extent, necessary for undergoing the registration procedure.
- **Operation** – actions of the Issuing bank taken upon instruction of the Client or on other grounds, directed to crediting the account, withdrawal, transfer of Electronic money from/ to the Client’s E-wallet.



- **Password**– is a secret character set intended for the user’s identity authentication when logging into the system (into the Personal cabinet, into the mobile application etc.). The password is used to protect the electronic wallet of the user against unauthorized access.
- **PIN-code**– Personal identification number – a unique four-digit access code to the Elsom system through the mobile phone.
- **·Payer** is a person who makes payment in favour of the Payee (the Recipient of the payment);
- **Payee (the Recipient of payment)** – legal entities and individual (residents and non-residents) defined in accordance with the legislation of the Kyrgyz Republic, for whose benefit the money transfer is being made.
- **Order to carry out an operation** is a Client’s application for carrying out an operation, composed using a relevant Technical device or composed as a hard copy, переданное Clientom to the Issuing bank and containing all the information provided for in the application, which enables carrying out the Operation. The mentioned applications can be provided in the Structural units of the Issuing bank by the transaction processing officer or you can find them on the Elsom website in the Internet network.
- **Client’s registration using remote access** is registration of an anonymous e-wallet by means of the Elsom mobile application, the Personal cabinet, the website and payment terminals.
- **Web-site Elsom** is the official website of the Elsom service located in the Internet network at: <http://www.elsom.kg>.
- **·Transaction** - actions of individuals and legal entities directed to establishing, change or termination of civil rights and obligations.
- **Elsom system** is a system of settlements using electronic money that provides an opportunity to make electronic payments using various access channels to the clients.
- **Doubtful financial operations** are operations carried out with money that has no clear economic or obvious legal purpose
- **The structural unit of the Issuing bank** – The Issuing bank, supplementary offices of the Issuing bank, branches of the Issuing bank, saving bank offices of the Issuing bank, where clients are served.
- **Elsom services** are mobile financial services provided by the Issuing bank by means of providing e-wallet in the system of the Issuing bank to the Clients.
- **The service of e-wallet** is the Elsom service.
- **Electronic money** is the electronic equivalent of the monetary value which is stored in the technical (mobile) device and can be widely used for making payments.
- **·E-wallet** is the Client’s virtual account which enables the client to deposit, transfer and withdraw money in the electronic format. E-wallet has the functionality of a bank account; it provides money for carrying out financial and electronic commercial transactions. Clients can carry out transactions online at any place and at any time, provided that the mobile network is available .

## 2. General provisions

2.1. This Offer is a public offer to execute an Agreement upon the terms and conditions specified in the Offer. The Agreement is deemed to be executed and comes into effect since the moment the Client takes the actions stipulated by the Article 15 of this Offer, which means complete and unconditional acceptance of all the terms and conditions of the Agreement without any exceptions or restrictions.



2.2. The Agreement between the Parties shall be executed upon the terms and conditions set forth in the Offer. The Agreement is deemed to be executed starting from the moment of acceptance of the Offer by the Client according to the paragraph 15.2. of this Offer .

2.3. By executing the Agreement upon the terms and conditions specified in the Offer, the Client also acknowledges that:

- The Client is aware of the terms and conditions specified in the Offer, he/she completely agrees with the terms and conditions and assumes an obligation to comply with them.
- The Client is not limited in his/her Legal Capability, is not placed under care, in trusteeship, is not bailed, in not under the patronage, the health condition of the client enables him/her to protect his/ her rights and fulfil his/ her responsibilities, the Client does not suffer from any diseases that make it impossible for the Client to realize the matter of the executed Agreement and the circumstances of executing the Agreement.
- The use of the service is not related to conducting business.

### **The terms and conditions of the agreement**

#### **3. The subject of the agreement**

3.1. This Agreement determines the payment terms, conditions and procedures of rendering the following services to the Client:

- 3.1.1. providing an e-wallet to the Client;
- 3.1.2. electronic money transfer;
- 3.1.3. non-cash money transfers;
- 3.1.4. remote access to the bank accounts;
- 3.1.5 submission of an application for a mobile loan;
- 3.1.6 receiving loan funds from the Bank account to the e-wallet;
- 3.1.7 making payments from the e-wallet to the bank account;

3.2. The list of the services above is not comprehensive and can be changed and/ or supplemented by the Issuing bank on a unilateral basis by posting the relevant information on the Elsom website. The Issuing bank provides the comprehensive list of services on the website: [www.fincabank.kg](http://www.fincabank.kg).

3.3. The list of the offered services depends on the fact whether the Client has undergone the identification procedure or not.

3.4. Settlements with the Client shall be made in soms. In the case of receipt of monetary funds in another currency, the Issuing bank carries out conversion into soms, according to the commercial selling exchange rate, set by the Issuing bank as of the day of fulfillment the Client's order.

3.5. The Client has been made aware of and agrees with the terms, conditions and rules of the Loyalty program posted on the web-site: [www.fincabank.kg](http://www.fincabank.kg)

#### **4. Identification**

4.1. Depending on the extent of information provided by the Client, the Issuing bank differentiates Identified Client and Non-identified Client. In the events stipulated by the legislation of the Kyrgyz Republic, the Issuing bank has a right to require obligatory identification of the Client with blocking the e-wallet until the requirements of the Issuing bank are fulfilled.

- Hereby the Client guarantees the reliability and the accuracy of all the data he/she provides to the Issuing bank and authorizes the Issuing bank to process the provided data in the system of the Issuing bank.
- The Issuing bank has a right to check up the basic personal data of the Client using any method which is convenient to it, through the state information systems or any other available data

sources; for this purpose, it can gather, process and consider the available information related to the Client.

- The Client has a right to update and correct the provided data in the e-wallet system at any moment, and the Client is obliged to notify the Issuing bank about any changes in providing data.

4.1.1. When undergoing the registration procedure by means of remote access (a mobile application, the Personal cabinet) The Issuing bank provides an anonymous e-wallet to the Client, within the limits set by the legislation of the Kyrgyz Republic.

4.1.2. When the client undergoes the procedure of registration by means of a payment terminal, the Issuing bank provides an anonymous e-wallet to the Client in accordance with the date and time of registration.

4.2. When an anonymous e-wallet is provided, according to the Paragraph 4.1.1., the Client assumes the obligation to indicate the personal data: the surname, the name and the identification code (the tax reference number) in the relevant fields on the registration page and identify the password for access to the e-wallet.

4.2.1. When an anonymous e-wallet is provided to the Client, according to the Paragraph 4.1.2., it's required from the Client to provide the relevant personal data to the Issuing bank in the future or to undergo the identification procedure by means of providing the documents, necessary for the registration of the personified e-wallet to the Structural units of the Issuing bank / to the official Agent of the Issuing bank (duly authorized).

4.3. When an anonymous e-wallet is used, the following types of services are provided to the Client:

4.3.1. Replenishment of e-wallet;

4.3.2. Payment for public utilities;

4.3.3. Payment for mobile communications services of the mobile operators, as indicated on the Elsom website;

4.3.5. Payment for goods and services;

4.3.6. Non-financial operations: balance check, the list of the latest 10 operations, the change of the PIN-code, the change of the password.

4.4. When undergoing the registration procedure by means of remote identification, providing the documents necessary for the registration of the personified Client to the Structural units of the Issuing bank or to the official Agent of the Issuing bank, the Issuing Bank provides a personified e-wallet to the Client.

4.5. When the personified e-wallet is provided, the complete list of Services of the e-wallet presented on the Elsom website. The Issuing Bank has a right to amend and supplement the list of services by posting the relevant information on the Elsom website.

4.6. The procedure of providing the Services of the e-wallet and the rules of using them are indicated on the Elsom website. The Client assumes the obligation to familiarize themselves with the procedure and the rules of using the E-wallet Services and to fulfill all the requirements indicated on the Elsom website when using the Services.

## **5. The procedure of providing mobile financial services**

5.1. The E-wallet is opened for each Client to conduct operations within the Elsom system. The E-wallet is tied to the Client's mobile phone number.

5.2. The E-wallet Services usage procedure is indicated on the Elsom Website. The Issuing Bank is entitled to amend the list of the services provided and the usage procedure subject to Clients notification by posting the relevant information on the Elsom Website.



5.3. The E-wallet operations are carried out on the basis of the Operation Order. The Operations may be carried out based on other grounds specified in this Agreement, in the legislation of the Kyrgyz Republic and in the relevant regulations of the Issuing Bank posted on the Elsom Website.

5.4. Among other things, the Issuing Bank conducts E-wallet Operations without the Client's Order in the following cases:

5.4.1. Writing-off of the Commission payable by the Client in accordance with the Rates;

5.4.2. Writing-off the charges (fine, penalty) stipulated by this Agreement (including the Rates or service conditions) and/or other documented expenses of the Issuing Bank incurred as a result of the services provided to the Client hereunder;

5.4.3. Enforcement of the balance (part thereof) of Electronic money in the manner prescribed by law;

5.4.4. Writing-off the funds erroneously credited to the Client's E-wallet;

5.4.5. Writing-off the Client's indebtedness, incurred as a result of the following circumstances (including, but not limited to):

- use by the Client of erroneously credited Electronic Money;
- funds withheld by the Issuing Bank to be returned to the Payer when the Payer disputes an E-wallet replenishment operation;
- technical overspending;
- **without the Client's order and consent, writing-off funds to repay the disbursed loan/account overdraft and interest accrued, as well as other funds under the Client's obligations to the Bank, including those not related to banking services, but arising from other legal relations between the Bank and the Client.**

5.4.6. Writing-off the amount of the Operation made with the Payer's E-wallet without the knowledge and consent of the Payer, in the event that the Issuing Bank decides to reimburse the Payer the amount of the Operation made without their consent;

5.4.7. Writing-off the Commission when crediting funds received through international money transfer systems;

5.4.8. in other cases stipulated by the legislation, local regulations of the Issuing Bank or by agreement of the Parties.

5.5. The provisions of clauses 5.4.1., - 5.4.7. hereof have the effect of prior approval by the Client for the performance of the Operations specified therein.

5.6. The Transfer of the Electronic Money becomes finalized when simultaneously the Issuing Bank accepts the Operation Order, the balance of the Payer's Electronic Money decreases and the balance of the Recipient's Electronic Money increases by the amount of the Electronic Money Transfer.

5.7. The Operation Order drawn up by the Client by entering the PIN Code and/or password is recognized by the Parties as an appropriate and sufficient way to confirm the Client's intention to complete the operation and the authenticity of the submitted Operation Order.

5.8. The PIN Code individually and/or in combination with the password is recognized by the Parties as an equivalent of a handwritten signature. The Client's use of the PIN- Code and/or password gives rise to legal consequences similar to those resulting from the use of handwritten signatures in accordance with the legislative requirements of the Kyrgyz Republic. All documents drawn up by using the PIN- Code and/or password are equivalent to paper documents signed by the Client in their own hand.

5.9. If the Client makes complaints to the Issuing Bank regarding the use and/or authenticity of the PIN-Code/password, the changes made to the Operation Order or to another document after it has been sent to the Issuing Bank, the receipt by the Issuing Bank of the Operation Order, the

Client should enclose the sufficient evidence of the above facts in their complaint. If there is sufficient evidence, the Issuing Bank shall check the existence of these facts in its processing system and shall make a decision on the reasonableness of the complaint.

5.10. When funds received through international money transfer systems are credited, the Issuing Bank reserves the right to withhold a transfer commission, with the amount of such commission indicated on the Elsom Website.

(Therewith, the funds are credited to the Client's E-wallet in the national currency at the effective commercial rate of the Issuing Bank).

## **6. Rates**

6.1. The E-wallet services are provided by the Issuing Bank on a paid-for basis by directly debiting the Client's E-wallet of the commission established by the Issuing Bank for the relevant service, as posted on the Elsom Website.

6.2. In case the E-wallet services are used through the Agent Network of the Issuing Bank, the Commission of the Issuing Bank's Agent established by the Agent of the Issuing Bank is also charged from the Client. Prior to using the service through the Agent Network of the Issuing Bank, the Client shall independently determine the Commission amount of the Agent of the Issuing Bank. The Client is entitled to request information on the Agent's Commission from the Agent, as well as complete and comprehensive information regarding the estimated amount of the Commission of the Issuing Bank's Agent.

6.3. The Commission is charged in addition to the Operation amount (it is not included in the Operation amount and does not reduce the Operation amount).

6.4. In the event the Client makes an erroneous Operation, the service is deemed rendered and the Commission is non-refundable.

6.5. The Issuing Bank is entitled to unilaterally change the Rates in whole or in part (increase, decrease), establish new Rates or cancel the existing Rates. Therewith, such changes become effective from the date of publication of the said changes on the Website of the Issuing Bank, unless otherwise stipulated by the Issuing Bank.

6.6. If the Client disagrees with the application of the new Rates, the Client has the right to unilaterally terminate this Agreement.

## **7. Rights and Obligations of the Parties**

7.1. Rights of the Issuing Bank:

7.1.1. refuse to carry out operations in the following cases:

- in the event of an effort of the Non-identified Client to carry out an Operation, available only for the Identified Client;
- When the Client provides incorrect information to the Bank
- if the balance is insufficient to conduct the Operation and pay the commission of the Issuing Bank provided for by the Rates;
- if the Client made a mistake in payment and/or other details;
- if the Client failed to provide or provided an incomplete set of documents (details) necessary for the Issuing Bank to conduct the Operation;
- if the Client failed to provide or provided an incomplete set of documents (details) necessary to collect information required based on the legislation on combating the financing of terrorism and legalization (laundering) of proceeds from crime;
- if the Operation contradicts the legislation of the Kyrgyz Republic and the terms of this Agreement;
- in other cases provided for in this Agreement, internal documents of the Issuing Bank and the legislation of the Kyrgyz Republic.



- 7.1.2. suspend the payment of Commissions to the Agents and other legal entities/ individuals for the services rendered until the latter provide information on the validity of the payment of Commissions in connection with the Operations performed in the ELSOM system;
- 7.1.3. refuse to register the Client, if the Client failed to complete or did not properly complete the registration procedure;
- 7.1.4. in the cases provided for by this Agreement and/or the legislation of the Kyrgyz Republic, as well as in the cases when, in the opinion of the Issuing Bank, there is a need to block the E-wallet, block all or part of the Operations carried out with the E-wallet. The E-wallet shall be blocked until the reasons for such blocking are eliminated;
- 7.1.5. request additional information and documents from the Client on monetary operations, including the confirmation of the source of funds on the E-wallet, the basis for the Operations, as well as information and documents enabling to establish beneficiaries, in accordance with the legislation of the Kyrgyz Republic;
- 7.1.6. make corrections in the records of the Operations in the event of disruptions in the Issuing Bank's database, as well as take all the necessary actions to restore information about the Operations performed by the Client;
- 7.1.7. unilaterally establish and change (increase, decrease) the limits applicable to the Operations with the E-wallet. The information about such changes is posted on the Elsom Website. The changes come into force when they are posted on the Elsom Website, unless otherwise stipulated by the Issuing Bank;
- 7.1.8. modify the interfaces and software used in the interaction of the Parties under this Agreement;
- 7.1.9. if significant malfunctions, errors and disruptions are detected, as well as in order to carry out maintenance and prevent unauthorized access, suspend the operation of software and/or hardware that ensure the technical interaction of the Parties under this Agreement;
- 7.1.10. at any time, prohibit previously authorized automatic access to the E-wallet, as well as cease to accept any information generated automatically;
- 7.1.11. demand from the Client – an individual who uses a personalized E-wallet and is under the legal age – a written consent of their legal representative in the form established by the Issuing Bank for the Client to use the Wallet provided by the Issuing Bank and to transfer electronic money. Such written consent should be personally submitted by the Client's legal representative to any of the Issuing Bank's offices (Agents), subject to the presentation of their identity document and the original document confirming the status of the legal representative in relation to such Client;
- 7.1.12. provide information on whether the Client has the identified or Non-identified status, the status of Resident /Non-Resident of the Kyrgyz Republic to other Clients;
- 7.1.13. with a view to fulfill the Agreement and ensure the Operations security, collect, store, process by any means, and, if necessary, transfer to third parties, the data on the configuration and other characteristics of the software and hardware used by the Client to access the E-wallet, as well as any other data that are automatically transferred by the Issuing Bank in the course of its interaction with the Client's software and hardware;
- 7.1.14. for the purpose of fulfilling the Agreement, process in any way any personal data of the Client provided by the Client personally or through third parties in the course of executing the Agreement or during the period of its validity;
- 7.1.15. not consider the complaint submitted by the Client in connection with an Operation 10 (ten) calendar days after the date of its execution.



7.1.16. The Issuing Bank shall not be responsible for fraudulent actions of third parties, if the access details to the user account or to mobile application are disclosed to third parties through the Client's fault or negligence.

7.1.17. If the mobile phone number previously registered in the Elsom system has been deactivated or canceled by the Issuing Bank, the Issuing Bank shall have a right to close the relevant wallet unilaterally and transfer the cash balances from the E-wallet to a special account with the bank. The Client may claim the amount belonging to them less the Commission fee upon a written request.

7.1.18. If no financial operations have been carried out with the E-wallet for one calendar year and there are no funds on it, the Issuing Bank reserves the right to close the respective wallet unilaterally. The Issuing Bank may establish a Commission fee for annual service in the absence of financial operations during the calendar year. The amount of the Commission fee shall be established by the Issuing Bank and published on the official Elsom website.

7.1.19. If the Issuing Bank has established the fact of questionable financial operations with the E-wallets of the Non-identified Clients, the Issuing Bank reserves the right to unilaterally and without notice take the necessary measures, including blocking the wallet, canceling any questionable operations with it, and return the money to the original owner of the funds, as well as to close the relevant Wallet based on investigation findings.

#### **8. Rights of the Client:**

8.1. receive notifications, information, statements about operations with the E-wallet in the manner prescribed by the rules and procedures for using the E-wallet Service posted on the Elsom Website at [www.fincabank.kg](http://www.fincabank.kg);

8.2. change their personal details in accordance with clause 11.6. hereof;

8.3. submit complaints to the Issuing Bank and send other messages in the manner and in the cases provided for herein;

8.4. send a claim in connection with a disputed Operation to the System's Issuing Bank within 10 calendar days from the date of the Operation. The claim should be made in writing and in the form established by the System's Issuing Bank.

8.5. unilaterally refuse to fulfill this Agreement if the Client has no debts to the Issuing Bank.

#### **9. Obligations of the Issuing Bank:**

9.1. notify the Client about changes to this Agreement (including the Rates and/or conditions applicable to the provision of additional services) by posting such a notice on the Elsom Website, or by sending notification to the Client in any other way, at the discretion of the Issuing Bank;

9.2. take steps to prevent unauthorized access by other persons to the information about the Client's E-wallet and the Operations conducted with it;

9.3. after receiving the documents of the competent authority, block the Client's E-wallet until the Issuing Bank fulfills the requests of the competent authority;

9.4. after receiving the properly executed seizure documents of the competent authorities, seize the money balances in the amount specified in such documents, and if no amount is specified, then the entire balance of funds;

9.5. take all possible measures to ensure the secrecy of operations with the E-wallet and information about the Client. The details regarding the Operations with the E-wallet and information about the Client requested by other persons, may be provided without the Client's consent in the cases stipulated by the legislation of the Kyrgyz Republic.

#### **10. Obligations of the Client:**

10.1. comply with the terms of this Agreement, duly fulfill the obligations and requirements of the Issuing Bank;





- 10.2. if a personalized E-wallet is used, provide the Issuing Bank with reliable identification details;
- 10.3. not keep their login, password, PIN-Code and other authorization details on access devices (personal computer, mobile phone, etc.) or other insecure media;
- 10.4. not communicate, disclose, or otherwise transfer to other persons their login, password, PIN-Code and other authorization details, not place them in accessible locations;
- 10.4. be personally responsible for unauthorized transactions if the access details to the user account or mobile application are disclosed to third parties;
- 10.5. from time to time change the PIN-code and the password, not use passwords with a low security level, such as names or dates of birth. The password should contain a combination of at least 6 characters: letters (upper and lower case), special characters and digits;
- 10.6. not disclose personal information (mobile phone number, E-wallet number, passport details, bank account number or email address) to third parties;
- 10.7. regularly check the history of operations and the balance in the E-wallet to track errors or unauthorized operations with the E-wallet;
- 10.8. immediately inform the Issuing Bank about any unauthorized use of the E-wallet and unauthorized Operations made by third parties;
- 10.9. prior to making any Operations in the user account (using a personal computer or mobile phone), make sure that the genuine web page of user account is used;
- 10.10. make sure the web page is secure by checking the secure connection icon in the form of a closed lock in the lower right corner or in the address bar of the Internet browser;
- 10.11. always enter the URL (Uniform Resource Locator) of a web page directly in the web browser. Avoid redirecting or links to other untrusted pages;
- 10.12. protect their access device (personal computer, mobile phone, tablet, etc.) from unauthorized access and malware, while regularly updating the antiviral software and monitoring its ongoing operation;
- 10.13. exit from the user account after making electronic Operations, even if the access device is left unattended for a short period of time;
- 10.14. not allow others to use the Client's mobile phone, which is used to makes payments with the E-wallet;
- 10.15. if the mobile phone with the E-wallet is lost or stolen, immediately inform the Issuing Bank;
- 10.16. not conduct Operations related to business activities without reconciliation with the Issuing Bank and without executing relevant additional agreements;
- 10.17. if the registration was completed through a payment terminal, provide the Issuing Bank with personal details in accordance with Section 4 hereof;
- 10.18. provide the Issuing Bank with reliable and up-to-date data;
- 10.19. if personal data, details and the information in the documents presented for Identification, data for sending notifications have changed, inform the Issuing Bank in a timely manner;
- 10.20. provide the Issuing Bank with information and documents required by the Issuing Bank as part of this Agreement performance;
- 10.21. upon its request, provide the Issuing Bank with the information, as well as documents confirming the source of funds on the E-wallet, the basis for the operation;
- 10.22. The Client gives their consent to the Issuing Bank for processing any personal data of the Client, provided personally by the Client or through third parties in the course of executing the Agreement or during the period of its validity, as well as the personal data provided by the Client in the process of the remote identification and verification of the Client, using any method, for the purposes of fulfillment of this Agreement. This consent is valid during the validity period of this

Agreement, during the time of providing banking services to the Client and throughout the whole period for retaining data about the provided services, according to the legislation of the Kyrgyz Republic; and the consent may be withdrawn by the Client by unilateral repudiation of the Agreement. If, in the course of fulfillment of this Agreement, the Client provides the personal details of third parties to the Issuing Bank, the Client shall guarantee that they have been received lawfully, and that the subjects of these personal data gave their consent to provide the data; and also the Client also shall assume all the responsibility for the legality of providing the data and the validity of the data mentioned above;

10.23. fulfill other obligations stipulated by this Agreement.

## **11. Interaction of the Parties**

11.1. The Elsom Website is the official source of information and the main means of notifying the Client about changes in the terms and conditions of the Agreement, Rates and Services. The Client hereby acknowledges that all the requirements posted on the Elsom Website are subject to strict compliance and full implementation.

11.2. The Issuing Bank, at its discretion, shall notify the Client in one of the following ways:

- by posting information on the web-site;
- by sending SMS notifications;
- by phone calls to the number indicated by the Client;
- by sending a letter to the address indicated by the Client;
- by sending an email to the Client's email address;
- by sending a fax to the number indicated by the Client

The client shall be responsible for the relevance of the contact information they provided. The performance of any of the above actions is deemed a proper notification to the Client, and the Issuing Bank shall not be responsible for the Client receiving or not receiving the notification sent.

11.3. The Client guarantees that all the Operations effectuated with the E-wallet are carried out based on their personal instruction.

11.4. Any Client's requests should be made in writing and transmitted to the Issuing Bank by email from the Client's email address duly registered in the E-wallet system, or should be delivered by the Identified Client directly in the form of a letter to an authorized representative of the Issuing Bank (structural divisions, Agency Network)

11.5. If the PIN-Code or password is lost, if there is suspicion of unauthorized access to the E-wallet, the Client should immediately contact the Issuing Bank with the relevant request. The Issuing Bank, in turn, undertakes to review such request and block the E-wallet until the identity and ownership of the E-wallet by the Non-identified Client is established, or until the PIN-Code or password is changed by the Identified Client.

11.6. If the Non-identified Client was registered in the manner specified in clauses 4.1.1. and 4.1.2., such Non-identified Client can change their personal data through the Elsom mobile application and the User Account or undertake the identification procedure by contacting the Issuing Bank's structural divisions/official Agent of the Issuing Bank (with the appropriate authority).

11.7. The identity and ownership of the E-wallet of the Non-identified Client are established by one of the following methods:

11.7.1. by sending the PIN code/password recovery code by SMS to the mobile phone number of the Client tied to the E-wallet;

11.7.2. by submitting an application in the prescribed form to the structural division of the Issuing Bank and providing the documents necessary for the identification of the Client, as well as by

providing evidence of ownership and use of the E-wallet, the access to which is being restored. The sufficiency of evidence is determined at the sole discretion of the Issuing Bank;

11.7.3. by other ways determined by the Issuing Bank.

11.8. The Issuing Bank is not a party to the Transaction executed between Clients and/or between the Clients and the Recipients, in this view:

11.8.1. it shall not be liable for non-compliance of the Transaction with the requirements of the law, for any consequences of executing the Transaction, execution and termination, including with regard to the refund under such Transaction;

11.8.2. shall not consider the Client's complaints regarding the non-fulfillment (improper fulfillment) by the Recipients of their obligations under the Transaction.

## **12. Complaint Settlement**

12.1. If the Clients have any claims (complaints) regarding the services provided, the clients shall address them to the Elsom Client Support Service. The complaints shall be registered and considered in accordance with the internal regulations and procedures of the Issuing Bank. The reasonableness of the Client's complaint shall be established by the Issuing Bank based on the findings of internal investigation, which shall be carried out in connection with each complaint received from the Clients. If the Issuing Bank does not receive the requested documents, information, details regarding the merits of the complaint within 3 (three) business days from the date when the request is provided to the Client, it shall be deemed that the Client has relinquished the claim.

12.2. A claim under this Agreement means a statement by the Client made as a result of non-fulfillment or improper fulfillment by the Issuing Bank of its obligations under this Agreement, and containing a civil law claim to the Issuing Bank.

12.3. If the findings of the internal investigation prove the reasonableness of the claim, the Issuing Bank shall decide to satisfy the claim in full or in part. If the claim is satisfied in full, the Issuing Bank is entitled to take appropriate actions without sending a response to the claimant about claim satisfaction. If the claim is satisfied in part, or claim satisfaction is denied, the Issuing Bank shall send the Client a relevant notification by one of the means provided for in clause 9.2. hereof, at the discretion of the Issuing Bank.

## **13. Responsibility**

13.1. The Issuing Bank shall be responsible for the proper and timely performance of duly executed Client's Operation Orders.

13.2. The Issuing Bank shall be responsible for the safety of the confidential information provided by the Client, which includes any personal details of the Client, details of the Operations performed, and any other information designated as confidential (secret) information by the legislation of the Kyrgyz Republic.

13.3. The Issuing Bank shall execute all the orders received from the Client's E-wallet and shall not be responsible for unauthorized access to the Client's E-wallet and disposal of their funds.

13.4. The Issuing Bank shall not be responsible to any third parties under the Operations with the Client's E-wallet. The Client undertakes to resolve any possible claims of such third parties on their own.

13.5. The Issuing Bank shall not be responsible:

13.5.1. for erroneous Operations, if it has precisely executed the Order received from the Client's E-wallet;

13.5.2. for disruptions of mail, the Internet, and communication networks that arose for reasons beyond the control of the Issuing Bank and which entailed the late receipt or non-receipt by the Client of notifications of the Issuing Bank;



13.5.3. in case of technical disruptions (disconnection/damage to the power supply systems and communication networks, disruptions of the processing center software and technical failures in payment systems) that entailed non-compliance by the Issuing Bank with the terms and conditions of the Agreement;

13.5.4. if the information about operations with the E-wallet, about the Client details becomes known to other persons as a result of communication channels monitoring or interception in the course of their use;

13.5.5. if the information about the Operations with the E-wallet, about the Client's details becomes known to other persons as a result of the Client's breach of this Agreement or other non-compliance by the Client with the relevant data storage and usage conditions;

13.5.6. for the temporary lack of access by the Client to communication tools that ensure the use of the E-wallet and interaction with the Issuing Bank under this Agreement, as well as losses associated therewith;

13.5.7. for losses incurred by the Client as a result of the E-wallet Blocking;

13.5.8. for the losses of the Client and/or third parties as a result of the inability to use the E-wallet, regardless of the reasons for such inability;

13.5.9. for the losses incurred as a result of the Client incorrectly filling in the Operation Orders;

13.5.10. for losses incurred as a result of indicating an incorrect E-wallet number when depositing funds and crediting the funds by the Issuing Bank to the specified E-wallet, which were later used by the Client whose E-wallet was credited with the funds;

13.5.11. for the losses incurred as a result of violation by the Client of the established funds deposit procedure;

13.5.12. for the losses incurred as a result of the Client depositing funds, the crediting of which is impossible due to the excess of the Electronic Money balance limit;

13.5.13. for the losses resulting from the provision by the Client of inaccurate, incorrect, erroneous details for sending notifications;

13.5.14. for the losses incurred as a result of the provision by the Client of inaccurate identification details;

13.5.15. for the losses incurred as a result of the Client not updating their information for sending notifications and/or identification details.

13.6. The Client shall be responsible:

13.6.1. for any claims of third parties regarding the use of the E-wallet;

13.6.2. for safety and inaccessibility by the third parties of the username, password and PIN-Code;

13.6.3. for proper execution of the Operation Orders;

13.6.4. for providing reliable and up-to-date contact data, as well as for providing incomplete information and inaccurate data in the course of remote identification and verification;

13.6.5. for the proper fulfillment of the requirements by the Issuing Bank;

13.6.6. The Client guarantees that it is not associated with any terrorist activities and has no connection with the persons whose actions are associated with the financing of terrorist activities or other criminal actions and warrants and guarantees that it has not been engaged and will not engage in the acts aiming to conceal or hold back the source of proceeds from crime ("Money Laundering"), and otherwise agrees to bear responsibility in accordance with the legislation of the Kyrgyz Republic.

13.7. In the matters not regulated by this Agreement, the Parties shall be responsible for the proper performance of their duties in accordance with the legislation of the Kyrgyz Republic.

## **14. Dispute Resolution**



14.1. The Client is entitled to contact the Issuing Bank for any questions arising in connection with the use of the System. To do so, the Client shall send a written request in the relevant form to the address of the Issuing Bank (93/2 Shopokov str., Bishkek, Kyrgyz Republic, 720021. Phone: +996 (312) 440 440). In the cases established by this Agreement or on the System Website (<http://www.fincabank.kg>).

14.2. The Parties shall take all measures to resolve the disputes and/or controversies under the Agreement and/or in relation to it, through negotiations or by filing complaints.

14.3. If it is impossible to resolve disagreements through negotiations, the Parties hereby agree and acknowledge that any disputes arising or related to this Agreement, including disputes relating to the executing, violation, termination, cancellation or invalidity of this Agreement, shall be resolved in the International Court of Arbitration under the Chamber of Commerce and Industry of the Kyrgyz Republic ("ICA") in accordance with the Rules of the ICA by one arbitrator elected in accordance with such Rules. The applicable substantive law to govern the dispute consideration shall be the legislation of the Kyrgyz Republic. The place of arbitration shall be the city of Bishkek, Kyrgyz Republic. The language of the arbitration proceedings shall be Russian. The decision of ICA is final.

### **15. Agreement Execution**

15.1. This Agreement is executed between the Issuing Bank and the Client in the form of an accession agreement (Article 387 of the Civil Code of the Kyrgyz Republic).

15.2. The terms and conditions of the Agreement are accepted by the Client by taking the following actions:

- filling in the registration forms on the Elsom Website, including the completion of the registration procedure;
- familiarization with the terms and conditions of this Agreement and making a note on the agreement with them in the corresponding field of the registration form.

15.3. The acceptance of the terms and conditions hereof means the complete and unconditional acceptance by the Client of all the terms and conditions of this Agreement with no exceptions and/or limitations and is equivalent to executing a bilateral written agreement.

15.4. The Agreement terms and conditions acceptance period is unlimited.

### **16. Agreement Period**

16.1. This Agreement becomes effective and binding after the Client performs all the actions stipulated in the Agreement to make acceptance of the Agreement.

16.2. The Agreement period is unlimited.

### **17. Agreement Amendment and Termination**

17.1. This Agreement may be amended by the Issuing Bank at any time, including the Rates, the list of services provided, the services provision and usage procedure, as well as any other conditions regulating the interaction of the Parties under this Agreement. The changes shall become effective and binding on the Client when the relevant changes are posted on the Elsom Website at [www.elsom.kg](http://www.elsom.kg).

17.2. The Client is not entitled to amend, waive or in any other way violate any condition of this Agreement.

17.3. The Issuing Bank is entitled to unilaterally terminate this Agreement, with prior notification to the Client in accordance with clause 9.2. of this Agreement at least 10 calendar days in advance.

17.4. The Client has a right to terminate this Agreement at any time by notifying the Issuing Bank, unless the Client has outstanding debt to the Issuing Bank or their E-wallet is blocked based on the grounds provided for in this Agreement.



17.5. The balance of the Electronic Money at the time of the Agreement termination shall be transferred to the bank account specified by the Client within 10 business days from the date when the Client's bank details are received for the transfer of the Electronic Money balance.

### **18. Final Provisions**

18.1. The Client guarantees that all the terms and conditions of this Agreement are clear to them and that they accept them unconditionally and in their entirety.

18.2. The Client guarantees that they have all the necessary rights to enter into legal relations under this Agreement, to fulfill all of the above rights and obligations, and do not face any obstacles for the fulfillment of their obligations under this Agreement.

18.3. The invalidity or unenforceability of any part of this Agreement or its Annexes does not entail the invalidity or unenforceability of its other parts.

18.4. The time of performance of all the transactions with the E-wallet is the time determined on the basis of the server data of the Issuing Bank processing the information on the Operations, unless a different procedure for establishing the time has been otherwise agreed upon.

18.5. In all other matters not regulated by the terms and conditions of this Agreement, the Parties shall rely on the legislation of the Kyrgyz Republic in force, regardless of the Client's nationality and place of residence.

18.6. The Parties undertake to regularly inform each other of the proposed changes during the performance of this Agreement and to inform about additional circumstances that directly affect the fulfillment by the Parties of the terms and conditions hereof.

18.7. The transfer of rights under this Agreement to third parties is not allowed, unless there is a written consent of the Parties.

### **19. Details of the Issuing Bank:**

Address: 93/2, Shopokov Street, Bishkek,

720021, the Kyrgyz Republic

Phone: (+996 312) 440 440