

**Approved by Minutes  
of meeting of the Management Board  
Subsidiary JSC VTB Bank  
(Kazakhstan)  
dated January 26, 2021  
№ 5**

**As amended by № 1  
(minutes of the Management Board № 31 dated 01.06.2021)**

**As amended and supplemented by № 2  
(minutes of the Management Board № 22 dated 15.03.2022)**

**As amended by № 3  
(minutes of the Management Board № 36 dated 07.06.2022)**

**As amended by № 4  
(minutes of the Management Board № 46 dated 02.08.2022)**

**As amended by № 5  
(minutes of the Management Board №23 dated May 23, 2023)**

**TERMS OF PROVISION  
OF ELECTRONIC BANKING SERVICES TO INDIVIDUALS**

**Almaty, 2021**

## **TERMS OF PROVISION OF ELECTRONIC BANKING SERVICES TO INDIVIDUALS**

### **1. GENERAL PROVISIONS**

1. Terms of provision of electronic banking services to individuals (hereinafter - "the Terms") shall establish rules of providing electronic banking services by VTB Bank (Kazakhstan) Subsidiary Joint Stock Company (hereinafter - "the Bank") in the system of remote banking services (hereinafter - "RBS") to The Bank Customers (hereinafter - "Services"), represent a standard (sample) form of the accession Contract for provision of electronic banking services (hereinafter - "the Contract"), terms of which cannot be accepted by a Customer other than by accession to the Contract without any exemptions and/or limitations, and are placed on the Internet on the Bank's website: <https://online.vtb-bank.kz>. These Terms shall not apply to other services provided by the Bank and not specified in these Terms. Should Customer wish to receive any other services, it shall be required to conclude separate contracts for provision of relevant services.

2. Customer's accession to the Contract shall be carried out on the basis of Customer's consent expressed by selecting the Internet-Banking/ Mobile banking option in RBS containing the offer about accession to the Contract.

3. Customer shall become a recipient of electronic banking services following the moment of the Customer's fulfilling a respective accession to RBS in accordance with the procedure and under the terms stipulated by the Contract.

4. Customer who accessed to the Contract, and the Bank accepted all conditions and obligations established by the Contract (thereinafter the Customer and the Bank shall collectively be referred to as "the Parties").

5. Terms and concepts used in the text of the Contract shall have meanings that are mentioned in the Glossary Annex 1 to the Contract which shall be an integral part thereof unless other meaning is specified immediately in the text of the Contract.

6. Electronic banking services shall be provided by the Bank remotely via communication channels with the help of personal computers, telephones and other methods that are not in conflict with legislation of the Republic of Kazakhstan. Electronic banking services shall be provided via the Internet and also via mobile and telecommunications operators that the Bank concluded respective contract with.

7. Should Customer have any questions related to provision of Services, he/she may make a call to twenty-four-hour support service by the following contact numbers:

- 1) +7 (727) 330-59-59 (toll-free from Almaty city landline numbers);
  - 2) +7 (702) 017-59-59 (According to billing plan of a respective mobile operator);
  - 3) +7 (705) 955-59-59 (According to billing plan of a respective mobile operator);
- or to addresses specified on the Bank official website: <http://www.vtb-bank.kz>.

8. Electronic banking services provided by the Bank to the Customer under the Contract depending on communication channel through which they are provided are subdivided into: Internet-Banking, Mobile banking.

9. Electronic banking services are subdivided into information and electronic payment services.

10. Provision of electronic banking services by the Bank to the Customer shall be carried out on the basis of orders received from the Customer in accordance with the procedure and under the terms of the Contract. And the Parties acknowledge that all orders of the Customer executed in electronic form are equivalent to a written document executed in hard copy and certified by signature of the Customer.

11. Remittance of money from one bank account to another (bank account replenishment) shall be carried out by the Bank upon receipt of the Customer order, by withdrawing an amount specified in the Customer order by direct debiting the bank account from the used bank account and crediting it to another bank account specified in the Customer order.

12. Payment for electronic payment services within the Contract frameworks shall be made in accordance with the procedure and under the terms stipulated by the Contract in the amount determined by effective Tariffs of the Bank published on the Bank website: <https://online.vtb-bank.kz>. Shall the Customer refuse to use Services, the amounts paid by the Customer for transactions by RBS shall not be repayable.

13. Contract provisions shall in no way affect or amend bank regulations on the procedure of maintaining bank account(s)/deposit(s), granting/servicing of loan(s) of the Customer and other banking services/products available in the Bank, patterns of bank account(s)/deposit(s), justifications for transactions on them as well as other contract(s) provisions of banking servicing and agreements/contracts concluded by the Bank and the Customer save for additional rights and obligations of the Bank and the Customer associated with provision of Services under the Contract.

## **2. SPECIAL PROVISIONS**

14. Service is provided by the Bank 24 hours a day, 7 (seven) days a week save for cases specified in paragraph 4.2.10. hereof.

15. The Bank shall consider transactions conducted with the use of a registered phone number, login and password (including Face ID/ touch ID/ short code for entry), with subsequent validation code as conducted by the Customer. And the Customer shall be considered identified if specified information is correctly entered and shall bear full responsibility for all actions performed by an authorized person on his/her behalf under the Contract provisions.

16. The Bank, with the purpose of protecting money of the Customer from unauthorized access and prevention of fraudulent operations, shall have the right to set limitations (limit) to amounts of transactions conducted with the use of RBS. Value of such limitations and limits as well as conditions and procedure of their setting shall be determined by the Bank itself in accordance with the Bank internal documents. And the Bank shall notify the Customer about setting such limitations/limits by posting respective information on the Bank website: <https://online.vtb-bank.kz>.

17. Conduct of any transaction with RBS shall be possible only provided that the Customer is identified while preparing, transfer and receiving documents by using the Internet and means of mobile communication, the Bank verified authenticity and accuracy of the Customer's preparation of an order for conduct of transaction - Customer order, and also if the amount of limit or balance of money on respective bank account of the Customer is enough for the conduct of respective transaction in accordance with the Customer order and the Bank's debiting of relevant fee stipulated by the Bank Tariffs.

18. Customer identification and the Bank's verification of authenticity and accuracy of the Customer's preparation of an order for conduct of transaction (Order) shall be achieved if the Customer follows step-by-step procedure stipulated by respective Guidelines (Guidelines on Internet-Banking, Guidelines on Mobile banking) specified in sections 3 and 4 of the Contract. By Customer request, the Bank provides him/her with confirmation of sending and (or) receipt of electronic documents of the Customer based on which electronic banking services are provided by sending an electronic message via RBS within 1 (one) business day following the day of the Customer request receipt.

18-1. Based on the results of the Bank's processing of transactions (Orders) formed by the Customer with the purpose of obtaining electronic banking services, such transactions (Orders) shall be assigned the following statuses:

1) Successful:

- "Completed, Executed, Paid" - transaction completed;

2) Failed:

- "Containing errors" - errors in details of transaction (Order) found based on results on the Bank checks;

- "Rejected, Refused, Error" - Bank's refusal to accept transaction (Order) for processing;

3) Interim:

- "In processing, Processing, Checked" - successful acceptance of transaction (Order) by the Bank does not mean completion of transaction and checks are being carried out for confirmation of transaction/deal completion.

- "Standing order template", "According to schedule" - pending Orders of the Customer;

- "Draft" - Customer Order(s) preliminary formed but unsent for execution by the Bank.

### **3. TERMS OF PROVISION OF ELECTRONIC BANKING SERVICES VIA INTERNET-BANKING SYSTEM**

19. To obtain electronic banking services via Internet-Banking system, the Customer must have access to the Internet, Login, password and an active number of mobile subscriber registered by the Bank for that Customer. Essential conditions for registration of the Customer in Internet-Banking system - is availability with the Customer of valid payment card issued by the Bank.

20. To receive Login and Password, the Customer must undergo registration in the Internet-Banking system by an automated teller machine or Bank's information-payment terminal or independently register on-line on the Bank website: <https://online.vtb-bank.kz>, without visiting a branch.

21. Access and use of banking services via Internet-Banking system shall be granted when Customer goes to the Bank website: <https://online.vtb-bank.kz> and conducts procedures identified in the Procedure of servicing in the system of remote banking of Subsidiary JSC VTB Bank (Kazakhstan) - Internet-Banking system (hereinafter - Guidelines on Internet-Banking system on the Bank website: <https://online.vtb-bank.kz>. Guidelines on Internet-Banking system shall be the integral part of the Contract.

22. Through Internet-Banking, the Customer shall be entitled to receive the following types of electronic banking services:

22.1. information banking services:

22.1.1. viewing information about money balance and flow on the Customer bank accounts for a specific period of time /as of certain date;

22.1.2. viewing information about outstanding debt, amount of scheduled monthly installments under bank loan agreements and payments made towards bank loans repayment;

22.1.3. viewing information about payments to providers of services and transfers between bank accounts of the Customer made by the Customer;

22.1.4. viewing information about accrued interests on the Customer bank deposit;

22.1.5. viewing information about bank account number and currency, concluded bank account agreement;

22.1.6. viewing repayment schedule of bank loan agreement;

22.1.7. viewing debt to providers of services;

22.1.8. viewing information about conversion rates, noncash foreign currency established by the Bank;

22.1.9. viewing information about conditions and procedure of the Bank's provision of banking services, including but not limited to: bank loan, bank deposit;

22.1.10. viewing information messages (except for SMS-messages) from the Bank to the Customer and from the Customer to the Bank;

22.1.11. viewing information about amount of money deposited to repay a debt under bank loan(s) agreement(s) to the Bank account designated for repayment of debt/s of the Customer (account of prepayment for loan repayment) for a certain period of time/as of certain date, and the Customer's presentation of payment documents to the Bank account, as well as money conversion shall not be allowed;

22.1.12. viewing other reference information at the discretion of the Bank.

22.2. electronic payment services:

22.2.1. making payments to providers of services:

- 1) mobile operators;
- 2) cable television;
- 3) telephony;

- 4) utility payments;
- 5) fines for administrative and traffic violations;
- 6) Internet providers;

#### 22.2.2. transfers:

- 1) Between own accounts - bank accounts/payment cards in the Bank;
- 2) To third parties in tenge - to bank account of another customer of the Bank or bank account with another bank, in tenge;
- 3) To third parties in foreign currency - to bank account of another customer of the Bank or bank account with another bank (including any foreign bank), in foreign currency;
- 4) From VTB card to card (Kazakhstan) - transfer to payment card of another customer of the Bank;

22.2.3. performing cashless purchase and sale of foreign currency in transfer between same customer accounts opened with the Bank at the rates of cashless purchase/sale of foreign currencies set by the Bank as of the moment of transaction.

#### 22.3. submission of electronic applications for:

- 1) Re-issue/blocking of a payment card;
- 2) setting/change of limits for conduct of transactions on the payment card;
- 3) activation/deactivation of services of SMS-informing/3D-Secure on the payment card;
- 4) opening current bank accounts in tenge /foreign currency;
- 5) opening savings bank accounts in tenge.

#### 23. Payments/transfers processing time:

##### 23.1. in case of making payments:

- 1) for services of mobile and telephone operators are made instantly, or during the transaction day;
- 2) for services of cable television and utility providers shall be effected with the transaction day, and on weekends and holidays - on the next business day.

##### 23.2. in case of making transfers:

- 1) intrabank - instantly or during the transaction day;
- 2) to bank accounts opened with other banks - from 9:00 a.m. to 7:00 p.m., Astana time, shall be made on the same day, if after 7:00 p.m., Astana time - shall be made on the next business day.

23.3. in cases of making cashless purchase and sale of foreign currency, processing of respective transactions shall be made on Monday to Friday from 9:00 a.m. to 5:00 p.m., Astana time, save for holydays and days-off (Saturday, Sunday), on these days the service is unavailable.

24. Status of effecting of payments and transfers made via Internet-Banking system, the Customer shall check independently in the history of payments/transfers. Cheques/receipts and other payment documents on payments/transfers made shall be provided to the Customer in electronic form.

25. The procedure of connecting to Internet-Banking system is possible for all Customers who are Holders of the Bank payment card, save for Holders of corporate payment cards.

26. Holders of the Bank additional payment cards cannot undergo authentication and make payments and transfers via Internet-Banking system with the use of respective additional payment card.

27. Authentication and work in Internet-Banking system by any third parties who are not Customers shall not be allowed. In case of detection of such fact, access of the Customer to Internet-Banking system shall be blocked.

28. Validation code to enter Internet-Banking system, confirmation of payment documents and other respective acts of the Customer shall be generated automatically and sent to the Customer in the form of a SMS-message to telephone number registered with the Bank.

Sending of a validation code to a registered telephone number is available only to subscribers of only those mobile operators that the Bank has respective concluded agreements for SMS-messages transmission.

29. The Customer shall be personally liable for password security. If password is lost, the Customer should immediately request the Bank to block access of the Customer to Internet-Banking system or turn to 24/7 support hotline. To resume work in Internet-Banking system, the Customer should turn to the Bank and fill out the form of respective application established by the Bank.

30. Password received by the Customer from the Bank as per provisions of the Contract is designated only for initial access of the Customer to Internet-Banking system. During the Customer's initial logging-in to Internet-Banking system, the Customer must change the password.

31. Validation code shall be provided by the Bank to the Customer as per established analogue of Customer's original signature in RBS.

#### **4. TERMS OF PROVISION OF ELECTRONIC BANKING SERVICES VIA MOBILE BANKING SYSTEM**

32. Mobile banking - is the software providing Customers with access to remote services and designed for customer's conducting of transactions in his/her Personal account with the use of a mobile phone any other device supporting installation of the Mobile application with access to the Internet.

33. Access to electronic banking services and their receiving via Mobile banking shall be carried out if the Customer fulfills procedures specified in the Procedure of servicing in the remote banking system of Subsidiary JSC VTB Bank (Kazakhstan) - Mobile banking system (hereinafter - Guidelines on Mobile banking), posted on the Bank website <https://online.vtb-bank.kz>. Guidelines on Mobile banking shall represent an integral part of the Contract.

34. The Customer shall be entitled to receive the following types of electronic banking services via Mobile banking:

34.1. information banking services:

1) viewing information about status of all of his/her bank accounts (current, savings);

- 2) viewing information about credit commitments before the Bank;
- 3) viewing information about money balance and flow on bank accounts for a specific period of time /as of certain date;
- 4) viewing information about invoices for payment issued by service providers;
- 5) viewing information about money payments and transfers made on the Customer bank accounts;
- 6) viewing information about currency exchange rates as of current date established by the Bank;
- 7) viewing information about addresses of automated teller machines, branches/additional premises of the Bank;
- 8) viewing information messages (save for SMS-messages) from the Bank to the Customer and/or from the Customer to the Bank in Online-chat, Mail and News heading;
- 9) viewing information about amount of money deposited to repay debt under contract(s) of bank loan(s) to the Bank account designated for repayment of debt/s of the Customer (prepayment account for loan repayment) for a specific period of time /as of certain date, and presenting payment documents by the Customer to the Bank account as well as money conversion shall not be allowed;
- 10) viewing other reference information at the discretion of the Bank.

#### 34.2. electronic payment services:

##### 34.2.1. making payments to providers of services:

- 1) mobile operators;
- 2) cable television;
- 3) telephony;
- 4) utility payments;
- 5) Internet providers;

##### 34.2.2. transfers:

- 1) between own accounts - bank accounts/payment cards in the Bank;
- 2) interbank transfers in tenge - to bank account of another customer of the Bank or to bank account with another bank, in tenge;
- 3) interbank transfers in foreign currency - to bank account of another customer of the Bank or bank account with another bank (including any foreign bank), in foreign currency;
- 4) from VTB card to card (Kazakhstan) - transfer to payment card of another customer of the Bank;
- 5) from card to a card of any bank:
  - transfer from VTB Bank (Kazakhstan) payment card to any other payment card of a bank in the Republic of Kazakhstan or a payment card of any foreign bank (save for the list of prohibited countries published on the Bank official website: <https://vtb-bank.kz>);
  - transfer from payment card of any bank in the Republic of Kazakhstan to payment card of VTB Bank (Kazakhstan);
  - transfer between any payment cards of banks in the Republic of Kazakhstan.



General limits for conduct of transactions with money transfers from card to card established by the National system of MIR payment cards are posted on the Bank official website: <https://www.vtb-bank.kz/individuals/platezhnye-kartochki/limity/>.

34.2.3. performing cashless purchase and sale of foreign currency in transfer between same customer accounts opened with the Bank at the rates of cashless purchase/sale of foreign currencies set by the Bank as of the moment of transaction;

34.3. submission of electronic applications for:

- 1) Re-issue of a payment card;
- 2) granting/closing access to payment of goods and services in the Internet with payment card;
- 3) setting/ change of limits for conduct of transactions on the payment card;
- 4) activation of services of SMS-informing/3D-Secure on the payment card;
- 5) opening current bank accounts in tenge /foreign currency;
- 6) opening savings bank accounts in tenge /foreign currency;
- 7) restoring password to Mobile banking system

35. Payments/transfers processing time:

35.1. in case of making payments:

- 1) for services of mobile and telephone operators are made instantly, or during the transaction day;
- 2) for services of cable television and utility providers shall be effected with the transaction day, and on weekends and holidays - on the next business day.

35.2. in case of making transfers:

- 1) intrabank - instantly or during the transaction day;
- 2) to bank accounts opened with other banks - from 9:00 a.m. to 7:00 p.m., Astana time, shall be made on the same day, if after 7:00 p.m., Astana time - shall be made on the next business day;
- 3) from card to card of any bank - instantly or during the transaction day.

35.3. in cases of making cashless purchase and sale of foreign currency, processing of respective transactions shall be made on Monday to Friday from 9:00 a.m. to 5:00 p.m., Astana time, save for holydays and days-off (Saturday, Sunday), on these days the service is unavailable.

36. Status of effecting of payments and transfers made via Mobile banking system, the Customer shall check independently in the history of payments/transfers.

37. Any Customer of the Bank who is a subscriber of one of mobile operators that have concluded agreement with the Bank for transmission of SMS-messages may be connected to Mobile banking service.

38. To connect and work in Mobile banking system, the following conditions should be complied with:

- 1) availability of a valid bank account opened with the Bank or a valid payment card of the Bank (holders of additional and corporate payment cards of the Bank may not undergo registration, authentication, make payments and transfers using Mobile banking with respective payment card);
- 2) availability of GSM-format mobile phone with own phone number must be registered with the Bank);

3) installation of a special application on the mobile phone.

39. Connection and use of Mobile banking service stipulates for the necessity of self-installation of a special Application by the Customer on his/her telephone having registered phone number (hereinafter - mobile phone). Installation of such Application on mobile phone is possible in Nash Store on-line store of applications. Step-by-step instructions for installation of Nash Store application is published on official Bank website <https://www.vtb-bank.kz/individuals/banking/mobilnyy-banking>».

40. Validation code for logging in to Mobile banking system, confirmation of payment documents and other respective actions of the Customer shall be generated automatically and shall be sent to the Customer in the form of SMS-message to telephone number registered with the Bank or by Push-message depending on channel for receiving notices selected by the Customer.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

41. The Bank undertakes:

41.1. to carry out connection of the Customer to the Service in accordance with the procedure and under the terms specified in the Contract;

41.2. to ensure identification and authentication of the Customer in accordance with procedure specified in the Contract;

41.3. to provide Services to the Customer in accordance with the procedure and under the terms stipulated by the Contract;

41.4. not to disclose information received from the Customer under the Contract fulfillment including while provision of Services. Any such information may not be disclosed to any third parties other than in accordance with procedure stipulated by legislation of the Republic of Kazakhstan;

41.5. to notify the Customer about scheduled technical works that are performed in RBS that may interrupt access and prevent receiving of electronic banking services, by posting respective information message with the indication of dates of completion of the works being carried at least 1 (one) hour prior to the date of such works commencement, by placing announcements:

1) in the Bank operating divisions;

2) and/or on the Bank official website [www.vtb-bank.kz](http://www.vtb-bank.kz);

3) and/or on the Bank official website <https://online.vtb-bank.kz>;

4) and/or in Mobile banking system on News tab;

5) and/or in Mobile banking system by sending a notice to online chat / mail/ Push-message;

6) and/or sending of SMS-message with announcement to a registered telephone number in accordance with procedure determined by the Contract;

7) and/or sending a message with announcement to e-mail in accordance with procedure determined by the Contract.

41.6. to execute orders and other instructions of the Customer formed and transferred by RBS provided that the Customer meets conditions of the Contract and requirements of effective legislation of the Republic of Kazakhstan.

41.7. to notify the Customer about detecting unauthorized access to information of the Customer representing a bank secret, its unauthorized alteration, in case of rise of suspicions with the Bank that there is a threat of unauthorized access to bank account(s) of the Customer (including change in intensity/presence of unauthorized payment/transfer of money from bank account(s) of the Customer, other unauthorized cases/acts arising during provision of electronic banking services by the Bank), immediately upon detecting but no later than the next business day by making a call to the Customer mobile phone;

41.8. to fulfill other obligations identified in the Contract and/or effective legislation of the Republic of Kazakhstan.

42. The Bank shall have the right to:

42.1. refuse to register a Customer without explanations;

42.2. suspend or stop provision of Services on the grounds stipulated by effective legislation of the Republic of Kazakhstan, internal documents and/or the Contract;

42.3. withdraw from bank accounts of the Customer opened with the Bank by direct debiting of the bank account without notice to customer:

1) the amount of fee for the rendered Services in accordance with the Bank Tariffs;

2) the amount of payment to operator specified in the Customer order;

3) the amount to be transferred to other bank accounts of the Customer/ amount to be converted;

4) the amount to be transferred to bank accounts of other Bank Customers and other third parties;

5) the amount of money credited by mistake to bank accounts of the Customer not belonging to the Customer, based on the fact of detecting a book entry on account of the Customer witnessing erroneous cash receipts in his/her favor. Should the Customer have no sufficient money on his/her account for withdrawal, the Customer shall undertake to make up for erroneously credited amount within one business day following the day of the Bank notice, otherwise there arises Customer's debt receivable to the Bank;

6) any other debt amounts of the Customer to the Bank.

By signing Application, the Customer gives its consent and the right to the Bank for debiting /withdrawal of respective amounts of money from bank account of the Customer opened with the Bank, in favor of the Bank by direct debiting of the bank account under the Contract, for converting respective amounts of money specified in this provision of the Contract and their transfer to the Bank as per payment document and (or) order of the Bank with payment of respective fee as per the Bank Tariffs. In case of debiting /withdrawal of money in currency (other than currency of debt to the Bank) conversion of debited/withdrawn money into the currency of debt or into tenge in accordance with requirements of foreign currency legislation, shall be performed by selection of the Bank:

- at the rate of sale or purchase of withdrawn currency or debt currency established by the Bank as of the moment of performing such debiting/withdrawal;
- at the rate established by the Bank for debited/withdrawn currency to debt currency with charging of amounts of fees for conversion established by the Bank Tariffs, from the money to be converted.

This Contract also - as well as request(s) (order(s)) of the Customer for purchase or sale of foreign currency (for money conversion), containing his/her preliminary consent for the purchase or sale of foreign currency (for money conversion) at the rate, with purposes and on conditions determined by this provision of the Contract, shall be the ground and document sufficient for the Bank's performing the specified debiting/withdrawal of money from the bank account opened with the Bank by direct debiting the bank account;

42.4. to refuse to provide the Customer respective Services or demand from the Customer pay respective amounts of money in case the Customer bank account opened with the Bank does not have sufficient amount of money to pay fees for the provision of Services, and also payment of other amounts as per subparagraph 44.3. of the Contract. And the Customer shall pay the specified amounts of money within 3 (three) business days following the date of receipt of respective request from the Bank;

42.5. to notify the Customer about alteration of this Contract and/or Bank Tariffs at least 10 (ten) business days prior to the date of giving effect to such alterations by posting announcement:

- 1) in the Bank operating divisions;
- 2) and/or on the Bank official website [www.vtb-bank.kz](http://www.vtb-bank.kz);
- 3) and/or on the Bank official website <https://online.vtb-bank.kz>;
- 4) and/or in Mobile banking system on News tab;
- 5) and/or sending of SMS-message with announcement to a registered telephone number in accordance with procedure determined by the Contract;
- 6) and/or in Mobile banking system by sending a notice to online chat / mail/ Push-message;
- 7) and/or sending of messages via popular messengers (WhatsApp, Viber, Telegram etc.) with respective announcement to a registered telephone number in accordance with procedure determined by the Contract;

42.6. to temporarily or fully stop access of the Customer and/or block respective provision of Services in case, if in the opinion of the Bank such measure is necessary to ensure security of RBS;

42.7. to demand from the Customer provision of information and a document(s) required to the Bank to conduct transactions on the bank account(s) in accordance with effective legislation of the Republic of Kazakhstan, internal documents of the Bank, provisions of the Contract, banking service agreement(s) and/or any other individual agreements/contracts concluded between the Bank and the Customer;

42.8. at any moment at its discretion (unilaterally) identify, establish and change the list of banking transactions and functions that can be carried out by the Customer

on his/her bank account(s)/deposits and also establish and change (increase, reduce) limitations (limits) for amounts of transactions conducted with the use of RBS;

42.9. not to accept for execution order(s) from the Customer in case of their non-compliance with requirements established by the Contract, banking service agreement(s), other agreements/contracts concluded between the Bank and the Customer, effective legislation of the Republic of Kazakhstan including regulations of the National Bank of the Republic of Kazakhstan determining the procedure and rules for cashless settlements;

42.10. to suspend or stop banking service of the Customer with the use of RBS and provision of electronic banking services without prior notice of the Customer to that effect (with taking respective measures if necessary), but with subsequent notice no later than the next business day upon making relevant decision (in writing or electronically), in case of:

- the Customer's violation of the procedure and conditions of electronic banking services provision stipulated by the Contract including in case of the Customer's failure to pay RBS service fee for 1 (one) calendar month until the end of month when debt appeared starting the first business day of the next month, and also in case of failure to fulfill or improper fulfillment of any other money obligations of the Customer to the Bank;

- in case of the Customer's failure to comply with requirements of effective legislation of the Republic of Kazakhstan;

- to carry out emergency and repair-and-renewal operations associated with RBS service, and also in case of arising of malfunction in technical means ensuring the provision of Services. And for the period of long nonoperability of RBS (one business day and longer), the fee for the provision of Services shall not be charged. In this case, the fee shall be charged proportionally with the number of business days of using Services in the month;

- in accordance with p. 1 Cl. 13 of the Law of the Republic of Kazakhstan on combating money laundering and terrorist financing (hereinafter - AML Law);

- in case the Customer does not have a valid bank account(s) or other banking products;

- appearing of disputable (conflict) situation associated with the Parties' fulfilling the Contract - until resolving of such disputable (conflict) situation in accordance with procedure established by section 13 of the Contract;

42.11. in case of detecting unauthorized access to information of the Customer representing a bank secret, its unauthorized alteration, in case of rise of suspicions with the Bank that there is a threat of unauthorized access to bank account(s) of the Customer (including change in intensity/presence of unauthorized payment/transfer of money from bank account(s) of the Customer, other unauthorized cases/acts arising during provision of electronic banking services by the Bank), to suspend or stop banking servicing of the Customer via RBS and provision of electronic banking services without any prior notice to the Customer to that effect, but with subsequent notice no later than the next business day upon making relevant decision (in writing or electronically);

42.12. to refuse a Customer to conduct a transaction in RBS and acceptance of an order for execution or suspend the conduct of transaction with sending of a notice to the Customer to that effect within 3 (three) business days (in writing or electronically) in case:

- when content of an order violates requirements of legislation of the Republic of Kazakhstan or agreements/contracts in accordance with which the Bank carried out Customer servicing in banking and other transactions;
- insufficiency of money on bank account(s) of the Customer (including for payment of conducted transaction fee to the Bank), on which a specific transaction must be conducted;
- in accordance with p. 1 Cl. 13 of Law on ALM;
- if, in accordance with decision of an authorized body, money or bank account(s) is arrested, or the use of bank account(s) is restricted;
- and also in other cases stipulated by the Contract, banking services contract(s), individual agreements/contracts concluded between the Bank and the Customer, the Bank internal documents and/or effective legislation of the Republic of Kazakhstan;
- presenting payment documents to prepayment account to repay a loan.

42.13. unilaterally with account to restrictions established by legislation of the Republic of Kazakhstan, to change:

- the procedure of servicing the Customer, working hours and transaction time of the Bank having given a notice to that effect to the Customer at least 15 (fifteen) business days prior to the date of such changes coming onto effect;
- take measures to make changes to RBS including the creation of new versions thereof with subsequent notifying this to the Customer;

42.14. to unilaterally terminate the Contract in extrajudicial procedure in accordance with section 12 of the Contract:

- in case of the Customer's late payment of the fee to the bank for connection to RBS within 5 (five) calendar days following the date of the Contract conclusion;
- if upon the expiration of suspension period due to failure to pay the fee for the Bank services for servicing RBS, the payment is not made;
- if the Customer does not use RBS within 3 (three) calendar months;
- in accordance with p. 1 Cl. 13 of the Law on AML;
- in accordance with the Bank internal documents;

42.15. to refuse the Customer to conduct transaction in RBS (to accept orders/instructions) in the following cases:

1) if participants of such transaction are included into the below-listed lists or associated/affiliated with persons stated on:

- the Bank STOP lists;
- international sanction lists;
- sanction lists of individual countries;
- lists of special/prohibited categories of customers from individual countries;
- lists of unwanted/banned for services customers of correspondent banks, and also if transaction/transaction participants are associated with the list of high-risk countries that do not follow recommendations of Financial Action Task Force on

Money Laundering (FATF), and also a country (territory) that are under international sanctions;

2) Customer's presenting of inadequate information, invalid, forged documents to the Bank;

3) if the Bank receives from the authorized public authorities any information/data testifying the Customer's committal/the Customer being suspected of committing a crime/offence in the area of financial and economic activity;

4) impossibility of executing orders of the Customer via intermediary bank specified thereon including a foreign correspondent bank on any grounds, including in case of a respective intermediary bank refusal to execute respective order of the Customer;

5) in other cases stipulated by effective legislation of the Republic of Kazakhstan, the Bank internal documents, banking services contract(s), business customs applied to the banking practice;

6) in accordance with p. 1 Cl. 13 of the Law on ALM;

42.16. to exercise any other rights stipulated by provisions of the Contract and/or effective legislation of the Republic of Kazakhstan;

42.17. to notify the Customer about the Bank products and other information by posting announcements:

1) at operating divisions of the Bank;

2) and/or on the Bank official website [www.vtb-bank.kz](http://www.vtb-bank.kz);

3) and/or on the Bank official website <https://online.vtb-bank.kz>;

4) and/or in Mobile banking system in the News tab;

5) and/or sending of SMS-message with announcement to a registered telephone number in accordance with procedure determined by the Contract;

6) and/or in Mobile banking system by sending a notice to online chat / mail/ Push-message;

7) and and/or sending of messages via popular messengers (WhatsApp, Viber, Telegram etc.) with respective announcement to a registered telephone number in accordance with procedure determined by the Contract.

43. The Customer shall undertake to:

43.1. comply with and be guided by the Contract provisions;

43.2. pay for Services provided by the Bank under the Contract as per the bank effective Tariffs;

43.3. not to disclose/not to transfer personal information to any other persons (user name, password, answers to code and challenge questions, number of payment card, PIN-code, CVV, transaction validation code) in any possible form (verbal, written, other form including with the use of technical means - over phone, SMS-messages and other electronic communication channel). In case of revealing a disclosure of such information to other parties, the Bank shall be entitled to stop the provision of services. In case of disclosure of any of the above information which resulted in withdrawal/ transfer/ payment for services/ payment by unauthorized method, the Bank shall not be obliged to compensate the Customer expenses/loss suffered;

43.4. to make payment of fees and tariffs of the Bank for the provided banking Services as per the Bank Tariffs;

- 43.5. to immediately inform the Bank in case of detecting unauthorized access or suspected unauthorized access to bank account(s) of the Customer via RBS;
- 43.6. to carry out the use of RBS in full compliance with requirements of the Contract;
- 43.7. if necessary to make payment/transfer of money, to ensure there is sufficient amount for making payment/transfer and fee to the Bank as per the Bank effective Tariffs;
- 43.8. to immediately notify the Bank about all circumstances that may affect timely payment of fees and Services as per the bank Tariffs;
- 43.9. upon the bank request, to present documents/information required in accordance with requirements of effective legislation of the Republic of Kazakhstan, including in accordance with requirements of foreign currency legislation of the Republic of Kazakhstan and legislation on combating money laundering and terrorist financing, as well as the Contract and/or the Bank internal documents;
- 43.10. to ensure security of validation code, Login and password during the whole period of use of Services, not to disclose or transfer validation code to any third parties;
- 43.11. to keep information about codes specified by the Contract and passwords in a place inaccessible for third parties;
- 43.12. in case of disclosing information about Login and/or password, to change password in Internet-Banking and Mobile banking systems in accordance with procedures stipulated by the Contract;
- 43.13. in case of giving a mobile phone with a registered phone number to any third party - to change the registered telephone number in accordance with procedure stipulated by the Contract;
- 43.14. to notify the bank in writing about the Customer's belonging to the category of persons that are associated with the Bank by special relations, status of a public officials, or his/her spouse, close relative, as well as about citizenship, tax residence, other features confirming belonging/non-belonging to a US person. The Bank shall have the right to use official sources of information to check and clarify the specified information (A public official is:
- (1) a person occupying public office of responsibility;
  - (2) an official;
  - (3) a person empowered to perform state functions;
  - (4) a person performing management functions in a public organization or a subject of quasi-public sector;
  - (5) a person appointed or elected, occupying some office in legislative, executive, administrative, judicial bodies or the armed forces of a foreign country;
  - (6) a person performing any public function for a foreign country;
  - (7) a person occupying an executive position in organizations established by countries on the basis of agreements having status of international treaties);
- 43.15. to establish/update (to the latest version) the Mobile banking application in the official Internet-store of applications Nash Store only. Step-by-step instructions



for installation of Nash Store application is published on official Bank website <https://www.vtb-bank.kz/individuals/banking/mobilnyy-banking>»;

43.16. to ensure confidentiality and security of personal data of the Bank employees received by the Customer from them or from the Bank, and security in the course of their processing for the purposes and in connection with the Contract fulfillment in accordance with requirements of legislation of the Republic of Kazakhstan related to issues of personal data protection. The Customer shall also have no right to use personal data of the Bank employees received from them or from the Bank, with the purposes not related to the discharge of their commitments under the Contract, or anyhow disclose personal data of the Bank employees received under the Contract to any third parties with the purposes not associated with discharge of their commitments under the Contract, shall undertake to keep such personal data no longer than it is required by purposes of its processing, and destroy such data upon achieving of purposes of processing or, in case of loss of necessity to achieve such purposes, with account to requirements of effective legislation of the Republic of Kazakhstan, comply with any other requirements of legislation of the Republic of Kazakhstan related to personal data protection within the frameworks of the Contract fulfillment;

43.17. to discharge other commitments stipulated by the Contract provisions and/or effective legislation of the Republic of Kazakhstan.

44. The Customer shall have the right to:

44.1. receive information from the Bank in accordance with the procedure stipulated by the Contract;

44.2. receive from the Bank hard-copy confirmations of payments to individual operators that were made based on the Customer orders;

44.3. receive consultations from the Bank on issues of obtaining electronic banking services in accordance with the procedure specified in the Bank internal documents;

44.4. unilaterally refuse electronic banking services by filling out an application form established by the Bank (hereinafter - Application for Contract termination) at least 10 (ten) business days prior to the date of electronic banking services provision termination;

44.5. exercise other rights stipulated by the Contract provisions and effective legislation of the Republic of Kazakhstan.

## **6. LIABILITY OF THE PARTIES**

45. The Parties shall be liable for failure to fulfill or improper fulfillment of obligations under the Contract in accordance with the Bank internal documents, Contract provisions, and in cases not stipulated by the Contract - established by effective legislation of the Republic of Kazakhstan.

46. The Parties shall be mutually liable for violation of obligations under the Contract only in the amount of actual damage and if the Parties are guilty.

47. Liability for damages arising due to unauthorized access of third parties to RBS shall be assigned to a guilty Party.

48. In case of the Bank's improper fulfillment of paragraph 42.2. of the Contract, the Bank shall not be liable for unauthorized payments made from the Customer bank account and/or any other transactions conducted via RBS.

49. The Bank shall not be liable:

- for the Customer unawareness about changes in the Contract provisions and/or the Bank Tariffs in case of the Bank improper fulfillment of its obligation under paragraph 42.5. of the Contract;

- for breach of secrecy of bank account(s) caused by the Customer's failure to comply with requirements of RBS operation;

- if information about password, Login of the Customer becomes known to other persons as the result of audio interception or communication interception during their use;

- in case of levy of execution upon money that is on bank account(s) based on grounds and in accordance with the procedure stipulated by legislation of the Republic of Kazakhstan;

- for errors, delays or impossibility for the Customer to obtain access to RBS associated with malfunction of the Customer equipment or communication channels;

- for damaging of the Customer equipment or information stored in the Customer equipment, for security of software and personal computer /mobile phone of the Customer against various viruses and other damages;

- for means, products and services with the help of which servicing is provided in the system of remote banking services provided by a third party (provider of Internet services etc.);

- unauthorized access to information representing a bank secret, arising due to disclosure by the Customer:

- 1) Login and Password required to enter into Internet-Banking, Mobile banking systems;

- 2) The Customer's loss or transfer to a third party of a mobile phone or any other means of accessing the Mobile banking with a registered telephone number;

- unauthorized access to money of the Customer on his/her bank accounts due to the Customer's disclosure of login and password required to enter Internet-Banking/Mobile banking systems and simultaneous Customer's loss or transfer to a third party of a mobile phone with a registered telephone number where validation code is received;

- for impossibility of execution of payment or transfer in accordance with requirements of foreign legislation or by instruction of an authorized public authority of any foreign country.

- for losses/damages caused to the Customer as the result of transactions on bank account(s) based on respective decisions (resolutions) of authorized public authorities and also if transactions are not executed due to restrictions/measures/sanctions of the National Bank of the Republic of Kazakhstan and/or through the fault of correspondent banks participating in the conduct of transaction.

50. Liability of the Bank before the Customer in case of violation of the Contract provisions shall be limited to the amount of penalty, documented real damage arising with the Customer as the result of the Bank violation of its obligations stipulated by the Contract. Under no circumstances, the Bank shall not be liable to the Customer for any consequential, indirect or accidental loss or damage (including lost profits), even in case when it was notified about the possibility of such loss or damage arising.

51. The Customer shall agree to hold the Bank harmless against all suits and/or court proceedings, indemnify the Bank upon its demand, the expenses, loss and damage of any type that the Bank may suffer as the result of the Customer failure to fulfill and/or improper fulfillment of his/her obligations under the Contract.

52. Accrual and imposing of fine sanctions shall be the right and not obligation of the Party and if they are not imposed, such fine sanctions shall not be accrued and payable.

## **7. PROCEDURES OF ENSURING SECURITY DURING WORK IN RBS**

53. RBS systems of individuals are designated for remote management of bank account(s) via global Internet network, network of ATMs and information-payment terminals with a guaranteed level of security and also confirmation of all transactions with validation code provided by RBS to the Customer to a registered telephone number or by Push-message depending on channel for receiving notices selected by the Customer.

54. With the purpose of ensuring a guaranteed level of security, RBS system includes the following security means:

- 1) communication channels are provided by Internet provider with the use of services of protection against unlawful traffic;
- 2) for network security of the Bank, and also separation of network access, hardware-software firewalls with packet filtration functions and application-level firewalls are used as well as means of authentication, identification and analysis of traffic and equipment logs;
- 3) failure to store confidential information on Web-server published in Internet global web;
- 4) performing safe data exchange between the Customer and RBS server by using traffic encryption algorithms that allow exclusion of server substitution, early detection of deficiencies in the security system due to comparison of message-exchange protocols on the side of the Customer and server. Confidentiality of transmitted information shall be ensured by data encryption, use of authentication procedures, authorization to enter RBS and transactions confirmation, as well as confirmation of all transactions with validation code provided by the Bank to the Customer;
- 5) integrity of transmitted information shall be ensured by hashing of each encrypted packet;

6) to register a Customer in RBS, it is required that the Customer has Login, password, active number of a mobile subscriber registered with this Customer and access to Internet;

7) during the first entry to Internet-Banking systems with non-personalized password received during registration, single-use password received in the form of SMS-message during registration in Mobile banking, mandatory change of password takes place. Requirements to password and work in RBS systems with the purpose of security of the Customer are specified as follows:

- password length - at least 8 symbols;

- requirements to password complexity (password must contain: numbers, upper and lower case letters, special characters);

8) if a computer /telephone after the Customer enters the Internet-Banking/Mobile banking system remains inactive for more than 10 (ten) minutes, Internet-Banking/Mobile banking system forces automatic log-out and session completion;

9) check for authenticity of the Customer request for obtaining electronic banking services via RBS, shall be carried out by the Bank automatically by requesting a validation code. And each action of the Customer in RBS requires confirmation by validation code provide to the Customer by RBS in messages to a registered telephone number, thus confirming validity of transactions which protects the Customer against fraud of intruders and cybercriminals;

10) contents of sent messages unambiguously indicate confirmation of a specific action in RBS systems and have a unique identifier;

11) after three attempts of incorrect password entry, the Bank shall automatically block access of the Customer to RBS. To unblock access to RBS, the Customer should turn to 24/7 support service. If the Customer due to any reasons cannot remember his/her password to enter Internet-Banking system, he/she needs to turn to the Bank to receive a non-personalized password and enter the Internet-Banking with subsequent password change;

13) password restoring in Mobile-banking shall be done by the Customer independently on Mobile-banking entry page.

55. In order to ensure required level of security while working in RBS, the Customer is recommended to independently ensure proper level of security including but not limited to the following:

1) while entering the Internet-Banking system, it is necessary to enter Login and Password only. The Bank does not demand any other information;

2) ensure non-admission of Login and password disclosure to third parties (including Bank employees or Customer relatives);

3) ensure non-admission of using of various unlicensed, third-party, dubious or software or software that hasn't been checked for malicious programs;

4) compulsorily use licensed, timely updated antivirus software. Virus action may be aimed at interception of identification information displayed during work in RBS and its transmission to intruders;

- 5) use of up-to-date operating systems with automatic timely update, and recommended by manufacturer with the purpose of eliminating exposures revealed therein and performing of regular update (patches) of operating system and browser;
- 6) exclude connection of removable media that were not checked for viruses to computer;
- 7) with the purpose of ensuring additional security while working from computer, the Customer may use Virtual keyboard while entering password, thus excluding a possibility of entered symbols interception by malicious software;
- 8) avoid using of his/her name, date of birth, numbers only or simple words in password;
- 9) avoid saving passwords in programs establishing Internet-connection, in text files on the computer or other electronic media, since there is a risk of their being stolen and compromised;
- 10) upon completing the work, the Customer should close RBS window with Exit button and never leave his/her computer/telephone with an open session in RBS unattended;
- 11) in case any doubts arising in correctness of RBS functioning, immediately report to the Bank;
- 13) in case of popping-up of browser warning about redirecting the Customer to any other website while connecting to Internet-Banking system, the Customer should postpone conduct of transactions and turn to 24/7 support service.

56. To analyze disputable (conflict) situations, the Bank shall ensure maintaining of an archive of all instructions sent/accepted by the Customer and the Bank. All actions of the Customer in RBS system shall be recorded in electronic logs generated by RBS.

57. In case of detecting unauthorized access and/or attempts of such access to information representing a banking secret, its unauthorized modification, making of unauthorized payment or transfer of money and other unauthorized actions, as well as situations threatening information security of the Bank and the Customer arising during provision of electronic banking services by the Bank, the Bank shall give a notice to that effect to the Customer at least on the following business day after their detection by sending such notices through communication channels specified by the Contract for provision of electronic banking services, and shall immediately take all necessary measures to consequences control and prevention in the future. And the bank shall be entitled to suspend the provision of electronic banking services.

## **8. SUSPENSION AND DISCONTINUATION OF ELECTRONIC BANKING SERVICES PROVISION**

58. In case of suspension or discontinuation of electronic banking services provision based on grounds stipulated by the Contract, the Bank shall notify the Customer by sending a notice in accordance with procedure stipulated by the Contract or SMS-message to registered telephone number at least on the next business day after making respective decision.

59. Suspension or discontinuation of electronic banking services provision can be done by the Bank:

59.1. if the Customer failed to fulfill his/her obligations under the Contract;

59.2. in case of malfunction of technical means ensuring provision of electronic banking services;

59.3. through initiative of the Customer based on application submitted;

59.4. based on other grounds stipulated by effective legislation of the Republic of Kazakhstan, internal documents and/or Contract.

60. While eliminating reasons resulting in suspension of the Customer's right to obtain electronic banking services, provision of electronic banking services to the Customer shall be resumed at the discretion of the Bank.

61. Within 3 (three) business days following the day of electronic banking services provision resumption, the Bank shall notify the Customer by sending a notice in accordance with procedure stipulated by the Contract or by SMS-message to registered telephone number.

## **9. PUBLISHING OF INFORMATION/NOTICES**

62. Any notice and/or demand (claim) prepared under the Contract may be submitted in writing or by publishing relevant information, as well as by other methods explicitly provided by the Contract provisions.

63. In the Contract, publishing of information shall be understood as the Bank's placement of information stipulated by the Contract in places and with the use of methods established by the Contract and ensuring possibility of getting acquainted with such information by Customers, including:

1) Posting information in the Internet on the Bank official website: <https://online.vtb-bank.kz>;

2) and/or placing information at operating divisions of the Bank;

3) and/or placing information in Mobile banking system;

4) and/or sending SMS-message with announcement to a registered telephone number in accordance with procedure determined by the Contract;

5) and/or in Mobile banking system by sending a notice to online chat/ mail/ Push-message;

6) and/or any other methods at the discretion of the Bank allowing the Customer receipt of information not related to personal data.

Such notice, demand (claim), request shall be deemed received:

- if sent by express messenger (courier) - on the day of receipt with respective note;

- if sent by registered letter - on 3 (third) day after dispatch (by date of a document issued by mailing organization while dispatching);

- if sent by electronic mail - on the day of dispatch.

By scrolling a code of dynamic identification at the moment of getting acquainted and accepting of bank account contract provisions during its concluding by the Customer through RBS, the Customer confirms receipt and being acquainted with the Notice of procedure and payout period of Kazakhstan Deposit Insurance

Fund JSC warranty indemnity posted in the Internet on the Bank website: [www.vtb-bank.kz](http://www.vtb-bank.kz).

## **10. FORCE-MAJEURE**

64. The Parties shall be exempted from liability for failure to fulfill or improper fulfillment of obligations under the Contract, should such failure to fulfill or improper fulfillment was caused by effect of circumstances of insuperable force (force-majeure).

65. The Parties shall understand circumstances of insuperable force as circumstances occurring after signing of the Contract as the result of unforeseen and inevitable extraordinary events such as: war and military activities, natural disasters, acts of bodies of legislative and/or executive power of the Republic of Kazakhstan, National Bank of the Republic of Kazakhstan banning or restricting activity of Parties that is directly associated with the scope of the Contract.

66. Party becoming unable to fulfill obligations under the Contract due to circumstances specified in paragraph 65 of the Contract must give a written notice to that effect to the other Party and upon first demand present to the such Party proofs confirming the occurrence and/or discontinuation of circumstances of insuperable force. Written documents issued by an authorized body shall represent proofs of occurrence and duration of such circumstances.

67. In cases, stipulated by paragraphs 64 - 65 of the Contract, period of fulfilling obligations under the Contract shall be extended proportionally to the duration of such circumstances and their consequences.

## **11. AMENDING THE CONTRACT**

68. The Parties having entered into the Contract, agreed that the Bank shall be entitled to unilaterally and with account to restrictions established by legislation of the Republic of Kazakhstan, make changes and/or amendments to the Contract including to Annexes thereto, including by approval of a new version of the Contract.

69. In case of changes in legislation of the Republic of Kazakhstan, including regulations of the National Bank of the Republic of Kazakhstan, the Contract provisions until the moment of their modification by the Bank, shall be applied in part not in conflict with requirements of legislation of the Republic of Kazakhstan, regulations of the National Bank of the Republic of Kazakhstan.

70. Should the Customer not agree with changes and/or amendments of the Contacts, the Customer shall be entitled to terminate the Contract in accordance with the procedure established in section 12 of the Contract by filling out the Contract termination application. If the Bank does not receive a written notice of the Contract termination prior to the changes and/or amendments effective date, the Bank shall deem such fact as expression of consent (acceptance) of the Customer with changes and/or amendments to the Contract provisions.

71. The Bank shall not be liable if information about changes and/or amendments to the Contract published in accordance with the procedure and within dates specified by the Contract, was not received and/or studied and/or correctly interpreted by the Customer.

72. Following coming into effect, any changes and/or amendments to the Contract shall equally apply to all persons who joined the Contract, including those who joined the Contract before the date of changes and/or amendments coming into effect.

## **12. VALIDITY OF THE CONTRACT AND PROCEDURE OF TERMINATION**

73. The Contract shall be of limited duration, provided that cases specified in paragraph 42.14 are avoided; on the basis of such cases the Bank is entitled to unilaterally terminate the Contract.

74. The Contract shall be terminated provided all mutual settlements between the Parties have been completed in the following cases:

- if one of the Parties cease its activity;
- at the moment of closing on any grounds of the last Obank account transaction of which were conducted with the use of RBS;
- in case of unilateral termination as per the Contract provisions;
- in other cases stipulated by effective legislation of the Republic of Kazakhstan.

Prior to the Contract termination date, the Customer must pay in full any debt to the Bank that has arisen in view of the Contract fulfillment.

75. While the Contract termination, access to RBS is blocked and money paid by the Customer to the Bank under the Contract provisions shall not be refundable.

76. Discontinuation of the Contract validity shall not relieve the Parties from fulfilling obligations arising within the Contract validity period, and does not result in discontinuation of obligations under banking services contract(s), other agreements/contracts entered into by the Bank and the Customer.

77. In case of the Contract termination, the Customer shall undertake to destroy key(s) and passwords belonging to him/her, created under the Contract, and not to transfer them to any third parties.

## **13. PROCEDURE OF SETTLING CONFLICT SITUATIONS**

78. All controversies, disputes and conflict situation arising between the Parties due to failure to fulfill the Contract shall be settled with account to mutual interests by negotiations.

79. In case of a claim to transaction conducted via RBS, the Customer shall have the right to turn to the Bank with the purpose of its being protested against. Protesting against a transaction is possible within 30 (thirty) calendar days following the moment of its conducting, otherwise the transaction shall be deemed authorized and confirmed by the Customer.



80. Protesting against a transaction as per paragraph 79 of the Contract shall be executed by a written application to the Bank prepared by form determined by the Bank.

81. Within 30 (thirty) calendar days with account to requirements of effective legislation of the Republic of Kazakhstan and/or the Bank internal documents, the Bank shall consider application of the Customer and satisfy Customer's claim or shall send a written answer (conclusion) to the Customer stating inconsistency of hi/her claim.

82. In case of disagreement with the Bank's conclusion, the Customer shall send a written notice to the Bank about his/her disagreement with a request to form a Commission to settle the dispute (hereinafter - the Commission). The Commission is established comprising representatives of both Parties.

83. The Parties shall acknowledge decisions of the Commission executed by an act mandatory for conflict situation participants and shall undertake to voluntarily execute decisions of the Commission within dates specified therein.

84. Shall one of the Parties be found guilty based on the result of the Commission work, such guilty Party must compensate the other Party actual damage suffered.

85. Refusal of any of the Parties to the Contract to participate in the establishing and work of the Commission may result in impossibility of its establishing and work, but may not result in impossibility to settle a conflict situation in court in accordance with the procedure stipulated by effective legislation of the Republic of Kazakhstan. In default of agreement of the Parties, absence of agreement on disputable matters and voluntary execution of the Commission decision, disputes and all materials under the Contract shall be referred to a court in the place where the Bank or its separate business unit servicing the Customer is located.

#### **14. FINAL PROVISIONS**

86. The Customer shall not object against the Bank's use of software program-reproduced analogues of the Bank seal and signature of authorized signatory for the Contract on behalf of the Bank, during signing the Contract, and shall confirm that it does not conflict its requirements.

87. The Customer registration in RBS shall be confirmed only for Customers who presented accurate and full contact information.

88. The Customer agrees that the used RBS, and methods of identification and authentication, means of access (Login, password) used in conduct of transactions under the Contract are sufficient for ensuring reliable work while accepting, transmission, processing, storing of information ensuring access, encryption, control of integrity, and shall duly confirm rights of the Bank to conduct transaction and provision of information/data of bank account(s) and credit commitments of the Customer.

89. The Customer shall acknowledge that the Bank's receipt of documents/orders/instructions sent by the Customer with the use of remote access means identified in the Contract, and with compliance of established in respective

guidelines (Guidelines on Internet-Banking, Guidelines on Mobile banking) procedures, shall be legally equivalent to receipt of documents on paper media executed in accordance with requirements of legislation of the Republic of Kazakhstan.

The Customer entitles the bank to use documents prepared and transferred by him/her in accordance with the procedure and under the terms specified in the Contract, along with hard copy documents/instructions. Here, the Customer shall be fully liable for the contents of such documents/instructions sent by him/her to the Bank for execution.

90. Joining the Contract, the Customer:

1) shall give Subsidiary JSC VTB Bank (Kazakhstan) BIN 080940010300 (hereinafter - the Bank) his/her unconditional consent for the use and processing of personal data (both with automation equipment as well as without such equipment), including by transmission (including cross-border transfer) to third parties (including persons in VTB Group), (including acts of access, collecting, systematization, accumulation, storing, updating, change, use, distribution, depersonalization, blocking and destruction of personal data): surname, name, patronymic (if available), nationality, gender, date and place of birth, individual identification number, legal address, place of residence, communications means subscriber number, number of identification document, family and social status, existence of movable and real property, education, job and biometric personal information, shall give his/her consent to the Bank to provide his/her data to Central bank of the Russian Federation as well as for provision of data by the Central Bank of Russia to third parties that the Central Bank of Russia concluded contracts/agreements and/or by virtue of requirements of legislation of the Russian Federation. This consent shall cover also information that will be received by the Bank in the future;

2) consent specified in 1) p.90 of the Contract shall be given before expiration of the period of storing of personal data and/or documents (including those in electronic format) containing such data, established by legislation of the Republic of Kazakhstan, as well as by legislation of foreign countries affecting the Bank activities, and/or the Bank internal document, or until it is revocation in writing with account to provisions of 3) p.90 of the Contract, and the Bank /third parties shall be entitled to continue personal data processing with the purpose of fulfilling the Contract/agreement/completion of provision of banking services (transactions), and also, if the continuation of personal data processing is conditioned by requirements of applicable legislation, (in such case, personal data is processed within limits that are necessary for compliance with requirements of legislation), the Bank internal documents;

3) consent specified in 1) p.90 of the Contract may be revoked by sending respective written notice to the Bank at least 1 (one) month prior to the moment of consent revocation, save for cases when it is in conflict with legislation of the Republic of Kazakhstan, or in presence of any unliquidated obligations to the Bank;

will give consent for the Bank's disclosure of data representing banking, trade or any other secret, as well as personal data to the State Revenue Committee of the Ministry of Finance of the Republic of Kazakhstan (hereinafter - the Committee), if the Bank has information, including that received from the Committee that the Customer is a taxpayer registered as individual entrepreneur applying an individual special tax regime and is a user of a special mobile application including but not limited to information about amounts of payments received on account for the conduct of entrepreneurial activities in favor of the Customer, IIN and name (surname, name, patronymic (if available)) of the Customer, Account currency, purpose of payment code.

91. By signing the Application for joining the Contract, the Customer confirms that the Bank gave the Customer necessary time for getting acquainted with the Contract provisions.

92. The Parties agreed that all information received by them under the Contract is confidential and any disclosure to any third parties without obtaining preliminary written consent of the other Party, shall be forbidden.

The prohibition established by this provision of the Contract shall not cover cases when provision or disclosure of such information is conditioned by requirements of persons and authorities duly authorized to that by legislation of the Republic of Kazakhstan.

93. The Contract is executed in the state and Russian languages. In case of any discrepancy arising between the Contract texts in the state and Russian languages, the Parties agreed to be guided by the Contract text in Russian language.

94. In all the other matter not regulated by the Contract, the Parties shall be guided by legislation of the Republic of Kazakhstan.

## 15. BANK DETAILS

<p><b>Head Office address:</b>  <b>26/29 Timiryazev Str.,</b>          050040, <b>Almaty,</b>          Republic of Kazakhstan          tel.: +7(727) 330-50-50          fax: +7(727) 330-40-50          e-mail info@vtb-bank.kz</p>	<p><b>Legal address:</b>  <b>26/29 Timiryazev Str.,</b>          050040, <b>Almaty,</b>          Republic of Kazakhstan          tel.: +7 (727) 330-50-50          fax: +7 (727) 330-40-50          e-mail info@vtb-bank.kz  <b>License for performing          of banking transactions:</b>          №1.2.14/39 dated          February 3, 2020          OKPO code: 50507796          CCEA: 64191</p>	<p><b>Banking details:</b>          Correspondent account          KZ06125KZT10013020          62          With State Institution          National Bank of the          Republic of Kazakhstan          BIC VTBAKZKZ</p>
---	--	---

Chairperson of the Management Board \_\_\_\_\_

**D.A. Zabello**

Annex 1  
to CONDITIONS OF PROVISION  
OF ELECTRONIC BANKING SERVICES

GLOSSARY

- 1) Authorization - confirmation/permission of the Bank for acts performed by the Customer for conduct of transactions in RBS;
- 2) Acceptance - actions of the Customer confirming his/her declaration of will to conclude this Contract, as well as contract/agreement for provision of Services by the Bank with the use of RBS, including but not limited to the entry a one-time (single-use) validation code.
- 3) Authentication - confirmation of authenticity and accuracy of preparation of an electronic document by using a security procedure established by the Bank;
- 4) Bank - Subsidiary JSC VTB Bank (Kazakhstan);
- 5) Bank deposit/deposit - money transferred to the Bank on conditions of repayment of the given amount in nominal terms with accrued interests amount of which shall be set forth by bank deposit agreement;
- 6) Bank loan/loan - money given by the Bank to a Borrower on conditions of repayment, interest payment, maturity and other conditions set forth by bank loan agreement;
- 7) Bank account - method of displaying and accounting of flow of Customer money in the Bank and also contractual relations between the Bank and the Customer for banking services of the Customer. Bank accounts opened to the Customer are subdivided into:
  - a) Current account - bank account opened by the Bank to the Customer of the basis of bank account agreement;
  - б) Savings account - bank account opened by the Bank to the Customer on the basis of bank deposit agreement.
- 8) Statement - statement of money flow on bank accounts of the Customer that contains information determined by a regulation of the authorized body, provided by RBS;
- 9) Payment card holder - an individual entitled to use the payment card (including additional payment card) in accordance with bank account or bank loan agreement concluded with the Bank;
- 10) Additional payment card - payment card registered on account of the main card in the name of a person stated by the Holder of the main card, including in the name of the Holder of the main card him-/herself, and providing the Main card holder the right to access money on account via electronic terminals or other devices. Holder of the main card shall have the right to set limit for the amount of money/period of conduct of card transactions on additional card;
- 11) A registered telephone number - mobile number assigned by mobile operator to SIM-card issued to Customer, with the help of which electronic banking services

are provided and information about which is provided to the Bank by the Customer during connecting to electronic banking services;

12) Order of the Customer/ Order - order/instruction of the Customer verified by a validation code transmitted to the Bank via communication channels used while the Bank's provision of electronic banking services, about the Bank's making payments/transfers of money from bank accounts of the Customer as per details specified by the Customer;

13) Internet-Bank/ Internet-Banking system (IB) - service of alternative channels of the Bank servicing for the provision of electronic banking services by the Bank to Customers via Internet on the Bank website <https://online.vtb-bank.kz>;

14) Internet - global system of telecommunication Internetworks and computational resources for transmission of electronic information resources;

15) Information banking services - electronic banking services associated with the Bank's provision to the Customer of information about balances and flow of money on his/her bank accounts, about money payments and transfers made, about balance of debt, amount of payment under bank loan agreement concluded with the Bank, and other information about banking services that are being and have been provided upon request of the Customer or under respective contract concluded between the Bank and the Customer in accordance with the procedure stipulated by the Contract;

16) Transaction validation code (hereinafter - validation code) - one-time (single-use) code comprising unique sequential electronic digital characters generated by the Bank software hardware upon the Customer demand, and designated for obtaining access to electronic banking services and confirmation of transactions in RBS (payments, transfers, applications etc.);

17) Customer - an individual who concluded an agreement for current account opening and/or for issuance and use of payment card of international payment systems with the Bank and who is a holder of the Bank payment card, or an individual who concluded bank account agreement with the Bank and using electronic banking services via RBS;

18) Bank rate - rate of purchase/sale/conversion of foreign currency established by the Bank as of the date of transaction;

19) Login - alphabetical-numeric identifier designed for the Customer authorization and comprising letters and numbers of Latin alphabet determined by the Customer him-/herself. By wish of the Customer, Login may be generated by the Bank by automatic generation of random letters and numbers;

20) Limit - amount of money available for conduct of transactions performed with the use of IB/MB on respective bank account of the Customer;

21) Mobile banking / Mobile banking system (MB) - software designated for the provision of electronic banking services by the Bank to Customers with the help of mobile phone or any other device supporting VTB KZ Online mobile application and access to Internet;

22) Messenger – a program, mobile application or web-service for instant exchange of messages;

- 23) Operator - a body corporate that concluded with the Bank a contract for acceptance of payments from individual in its favor;
- 24) Mobile operator - a body corporate providing mobile communication services in the territory of the Republic of Kazakhstan;
- 25) Operating day - period of time within one business day of the Bank, within which the Bank customers are serviced. Duration of operating day shall be determined by the Bank itself and shall be established by Order of Chairperson of the Bank Management Board;
- 26) Payment card - credit/debit card that is the means of access to money on current account through electronic terminals or other devices, and designated for conducting card transactions by card holder within limitations of a set amount of money (limit) settlements on which are made at account of the Customer money that is on current account, or loan(s) granted by the Bank to the Customer within a credit limit in accordance with bank loan agreement, including in case of insufficiency or absence of money on current account, and also for conducting other transactions determined by the Bank and on its conditions. All payment cards have the Bank logo (sign of belonging to the Bank);
- 27) User interface - aggregate of elements and components of a program ensuring interaction of the Customer with RBS;
- 28) Service provider (provider) - a body corporate providing various types of services to population, in favor of which payments are accepted;
- 29) Application - software for mobile phone that is installed by the Customer him/herself in order to obtain electronic banking services via mobile communication;
- 30) Security procedure - set of organizational measures and software and hardware tools of information protection designed to identify Customer while generating, transmission and receipt of electronic messages with the purpose of identifying his/her right for obtaining electronic banking services and finding mistakes and/or changes in the contents of transmitted and received electronic messages;
- 31) Password - set of alphanumeric characters specified by the Customer during registration in RBS used subsequently by the Customer in RBS with the purpose of obtaining electronic banking services (while creating and change of Password, Latin letters and numbers as well as special characters are entered, at least 6 characters). Password is not known by the Bank;
- 32) Push-message - a short text message of established format transmitted by the Bank to the Customer to a saved device through VTB KZ Online mobile application provided that the Customer gave his/her consent to receive Push-messages. A Push-message may contain validation code, advertising or information text;
- 33) SMS-message - a short text message of established format transmitted by the Bank to the Customer via mobile operator. SMS-message may contain a validation code, advertising or information text;
- 34) Session - period of time within which the Customer continuously uses electronic banking services in RBS. Shall the Customer does not perform any

actions in RBS within 10 minutes, session is automatically closed, and reentry into RBS is done by reentry of Login and password of the Customer;

35) System of remote banking services (RBS) - total of software and hardware tools of the Bank allowing Customers to conduct individual types of banking transactions stipulated by legislation of the Republic of Kazakhstan via Internet communication channels, mobile and landline telephone connection, electronic mail and other telecommunication technologies;

36) Support service - responsible employees of the Bank who provide 24/7 (with no holidays and days off) consulting support to Customers of RBS;

37) Tariffs - internal document of the Bank establishing amounts of fees paid by the Customer for banking services provided by the Bank, and published on the Bank website <https://online.vtb-bank.kz>;

38) Electronic payment services - electronic banking services associated with the Customer opening and closing of bank account(s), making of payments and transfers of money, exchange transactions with cashless foreign currency and conduct of other types of banking transactions not associated with information banking services; shall be provided by using means of identification stipulated by legislation on payments and payment systems;

39) Electronic banking services - services associated with the Customer access to his/her bank account(s) by remote access systems for obtaining payment services and information banking services;

40) Electronic statement - statement of money flow on bank accounts of the Customer that contains information identified by regulations of an authorized body, and provided via RBS.