

**Rules of e-banking services provision in “Altyn Online” system**  
The “Altyn Bank” JSC (Subsidiary Bank of “Halyk Bank of Kazakhstan” JSC)

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**Article 1. Definitions**

1.1. The terms used in these Rules indicated with a capital letter shall be interpreted as specified in these Rules unless other interpretation is directly specified in the text.

<b>Agreement</b>	“Altyn Online” system banking servicing agreement for legal entities.
<b>Customer’s Automated Workstation (hereinafter- the "AWS")</b>	A software package to be installed on the Customer’s software-hardware means in order to work within the System.
<b>Authentication</b>	Confirmation of the authenticity and correctness of the e-Document execution according to the requirements of Security Procedures.
<b>Bank</b>	The “Altyn Bank” JSC (Subsidiary Bank of the “Halyk Bank of Kazakhstan” JSC) including its subsidiaries and branches.
<b>Statement</b>	A duly completed document (in paper or electronic form) on a status of the Customer’s Account for the specified period.
<b>Acting Legislation</b>	The legislation of the Republic of Kazakhstan, consisting of the legal normative acts adopted in accordance with the established procedure.
<b>Customer</b>	A legal entity or a separate subdivision of a legal entity (branch, representative office) which holds an Account in accordance with this Rules and the Agreement.
<b>Operational Time</b>	A specific period of the Operation day, during which the Bank receives instructions, orders to suspend fulfillment of the instructions, or revoke such instructions as well as instructions and/ or documents for other operations of the Bank. Operational time for different types of transactions/ services provided by the Bank may be different. Information about the Operational time shall be specified in the Bank’s Tariffs and notified to the Client by posting relevant information on the official website of the Bank or in accordance with these General Terms and Conditions of banking servicing for legal entities and/ or the Acting Legislation.
<b>Operation Day</b>	Period of time of a Business Day (which can be changed by the Bank unilaterally from time to time) established by the Bank, during which the Bank receives (within the Operational time) and processes instructions, orders to suspend fulfillment of instructions, or revoke

	such instructions, as well as other the Bank's operations. The Bank is entitled, but not obliged to notify the Client about the change of the Operation day.
<b>User</b>	The person indicated by the Customer in the Application, who, in accordance with the Agreement, shall have the right to access the System and authorization to receive e-banking services, as well as to dispose of the money held on the Customer's bank account opened with JSC " Altyn Bank" (Subsidiary Bank of the "Halyk Bank of Kazakhstan" JSC).
<b>Rules</b>	Rules of e-banking services provision in "Altyn Online" system of "Altyn Bank" JSC (Subsidiary Bank of the "Halyk Bank of Kazakhstan" JSC) available on the Bank's official website ( <a href="http://www.altynbank.kz">www.altynbank.kz</a> ).
<b>Security Procedures</b>	A set of organisational measures and software-hardware means for information security that are intended for identification and authorisation of the Customer upon execution, transmission and receipt of e-Documents in order to confirm the Customer's right to receive e-Banking Services, also to ensure the confidentiality and to prevent the transmitted and received e-Documents from alteration after their Authentication and transfer to the Bank.
<b>Business Days</b>	The days (except for Saturday, Sunday and other official holidays in the Republic of Kazakhstan) when the Bank is open for operations and transactions, or in the case of an international transfer of funds in foreign currency, a day on which banks are open for business transactions in the Republic of Kazakhstan and the country in which such foreign currency is legal tender.
<b>User Manual</b>	A guide on how to work with the System, which is available on the website at <a href="https://altynonline.kz/">https://altynonline.kz/</a> .
<b>System</b>	The "Altyn Online" system is the Bank's system that provides the Customer with an opportunity to perform remote control of his/her accounts opened at the Bank by exchanging the e-Documents between the Bank and the Customer via the Internet.
<b>Party or Parties</b>	The Bank and/ or the Customer who have entered into the Agreement.
<b>Account</b>	The Customer's bank account in any currency opened at the Bank under a bank account agreement, bank deposit agreement and other agreement concluded between the Bank and the Customer, stipulating the opening of bank accounts. This also covers the cases when one or more bank accounts shall be opened under the respective agreement.
<b>Tariffs</b>	The charges defining the amount of the Bank's commission fee payable for the banking services rendered to the Customer.
<b>eToken Pass Device</b>	A dynamic identification device which enables the Customer to independently generate, upon request, a unique sequence of digital characters (hereinafter - the "One-Time Security Code") intended for identification of the Customer upon entry into the System and Authentication of e-Documents.
<b>e-Banking Services</b>	The banking services to be remotely provided to the Customer by the Bank via the System in a manner and under the terms specified in the Agreement and the Rules.
<b>e-Document</b>	Any document, notice, request, order, regulation, instruction and other communication provided by the Customer via the System in accordance with the Agreement and the Rules, that can be sent in any

	suitable format for the Bank and where the information is provided electronically and confirmed by the dynamic identification in the form of One-Time Security Code generated by eToken Pass Device.
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1.2. The Rules to regulate the relationships between the Bank and the Customer related to one or more Accounts existing at the Bank. The Rules are valid for all such Accounts.

1.3. The Rules are designed and prepared in accordance with the requirements of the Acting Legislation and internal documents of the Bank.

### **Article 2. The list of e-Banking Services**

2.1. The list of e-Banking Services that are available via the System by use of e-Documents are as follows:

- 1) receipt of electronic payment orders for local transfer in national currency;
- 2) receipt of electronic payment orders for international transfer in foreign currency;
- 3) receipt of electronic applications for conversion (buying/selling/converting) of foreign currency;
- 4) providing the Customer an electronic form of a statement ( bank (account) statement, preliminary bank (account) statement for the current day);
- 5) receipt of documents for currency control (contracts, invoices, agreements, bills, collateral contracts, etc.) from the participants of export-import currency control activities, with the exception of the applications on assignment of contract registration number;
- 6) exchange of letters (correspondence, requests, notices, orders on cancelation/suspension of instructions etc.);
- 7) receipt of applications for opening/closure of a savings account, deposit placement/withdrawal and other operations according to Bank deposit agreement;
- 8) receipt of applications for opening/ closure of Customer's additional current accounts and other operations according to Bank account agreement;
- 9) receipt of applications for issuing / reissuing of corporate payment cards, setting / changing limits and restrictions, card blocking, closure of the corporate payment card and current account for card transactions, reviewing a dispute transaction.
- 10) receipt of other documents, agreed with the Bank.

2.2 The Bank may unilaterally (without Customer consent) change this list of e-Banking Services by publishing a notification on the Bank's official website ([www.altynbank.kz](http://www.altynbank.kz)), by making any amendments/ alterations into this Rules, and/ or otherwise according to General Terms and Conditions of banking servicing for legal entities.

It is permitted to transfer any other information of non-payment nature that is not listed in paragraph 2.1, Article 2 of the Rules, but such information is not a reason for giving rise to an obligation by the Bank.

2.3 The amount of commission charged by the Bank for rendered e-Banking services is to be defined by the Tariffs.

### **Article 3. The order, methods and conditions of e-Banking Services provision in the System**

3.1. In order to work with the System, the Customer shall independently ensure the availability of the following software-hardware means:

- 1) Microsoft Windows 7 Service Pack 1 operating system and other upgraded systems;
- 2) Microsoft Internet Explorer browser starting from 8.0 and higher;
- 3) document processing software – Microsoft Office; Adobe Acrobat Reader;
- 4) available network printer or local printer;
- 5) available antivirus software with the latest updated databases.

3.2. To use the System, the Customer shall provide all the duly completed documents in compliance with the requirements of the Acting Legislation and internal Bank requirements.

3.3. The Bank shall provide the Customer with a non-exclusive and non-transferable license on use of the “DBS BS-Client” data processing and storing software to operate within the System. The Customer undertakes not to modify, analyse, copy, publish or transmit a copy of this software as well as from assisting any third party in using or copying the System.

Upon transfer of software, the Bank shall transfer the following software property rights to the Customer for the validity of Agreement within the term of protection of property rights stipulated by the copyright legislation of the Acting Legislation- the right of use.

In accordance with the Agreement, the Bank shall transfer to the Customer the property right on use of the software on the territory of the Republic of Kazakhstan.

3.4. The Customer shall independently assign the Users duly authorised by him/her to conduct the respective transactions within the System, by filling of an Application form specified in the Annex 2 to the Agreement or other form provided by the Bank. The Bank is entitled but not obligated to check the compliance of the Users’ authority in the System with their supporting documents. In necessary cases determined by the Bank, upon receipt of the respective notice and within the deadlines specified by the Bank, the Customer shall provide the Bank with the Users’ credentials to perform transactions in the System on behalf of the Customer.

The Customer shall independently monitor the powers of the Users in the System and is fully responsible for updating these Applications.

3.5. The Customer’s access to the System is guaranteed within the Bank’s Operational day and is available remotely via secured communication channels through the Internet at: <https://altynonline.kz/>.

The Bank’s Operation day is to be established by the Bank and may be unilaterally changed by the Bank. Information about the duration of the Operational Time and / or changes in it is to be available on the official website of the Bank ([www.altynbank.kz](http://www.altynbank.kz)) and / or in the Tariffs and / or in the Statements.

3.6. To enter the System the Bank shall communicate the Customer for each User, specified in the Application according to Annex 2: a username (login), PIN-envelope with a single-use password to enter the System and the eToken pass Device that shall be used by the Customer solely for receiving the e-Banking Services under the Agreement.

The eToken Pass Device and PIN-envelope to be transferred under a delivery and acceptance act, by a form agreed with the Bank, certified by the signature of the first executive of the Customer (or by a person, authorized for such actions by the Customer) and the corporate stamp of the Customer (if available).

3.7. The Customer undertakes to handle the eToken Pass Device with care and not to pass it on to any third parties, not to disclose the username and password for unauthorized entry into the System for any third parties.

3.8. When disconnecting the Customer from the System and / or in the event of any damage of the eToken Pass Device, the eToken Pass Device shall remain with the Customer.

3.9. The e-Banking Services to be provided if the Customer is successfully identified in the System and e-Document is successfully Authenticated.

3.10 The e-Documents are accepted for processing during the Bank's Operation Day.

3.11. The e-Documents are executed by the User, certified with the eToken Pass Device and transferred via the System to the Bank by the User (-s) authorized by the Client. The Bank is entitled to consider such e-Documents as duly executed, authorized and transferred by the Customer, even if they were transferred without any validation and/ or other approval from the Customer’s authorised representatives not covered by the terms of the Agreement and/ or the Rules, and even if such e-Documents contradict to the terms of other orders given by the Customer. The Bank is not obliged to perform authentication of the Customer orders and/ or the authority of persons issuing them.

In cases where the e-Document is submitted in the scanned form, certified by signature of authorized person of the Customer and stamp, the Bank shall not check the authenticity of such signatures and stamp, as well as shall not verify authorities of the persons who physically signed this

Document, provided that e-Document is certified by the User, authorized by the Customer according to the Application.

3.12. The Customer shall complete the e-Documents in compliance with the Acting legislation and with due consideration for the terms specified in the User Manual, provided that the Customer shall bear full responsibility, including for any possible losses resulting from improper completion of e-Documents.

3.13. The e-Banking Services are to be provided via the System in accordance with the Acting Legislation.

3.14. The Bank accepts for execution the e-Documents, refuses to execute the e-Documents, the implementation of actions for execution of the e-Documents is made by the Bank in accordance with the Acting Legislation, these Rules, the Agreement, the relevant bank account agreement and/ or the General Terms and Conditions of banking services for legal entities and other agreements that govern relationships between the Bank and the Customer on specific Customer's Account.

3.15. Upon receipt of an e-Document, within one Operation day the Bank shall transfer back an electronic notification, confirming the receipt, processing or sending of the e-Document ("accepted", "processing", "executed", etc.).

3.16. If, for any reason, the Customer cannot transmit the e-Documents via the System in time, he/ she shall undertake measures to deliver the duly completed hardcopy documents to the Bank.

3.17. The Bank shall block the User's (s') access to the System (suspends providing e-Banking Services), in case if the Customer submits a written application to the Bank or makes an verbal statement of the User/ authorised person of the Customer to the Bank by phone at number specified in the Article 10 of the Rules, in case of suspicion of an unauthorized use of the System, declassification of the password or loss of eToken pass and / or other cases where the Client suspects unauthorized access to the System.

3.18. The Bank shall block the access to the System in the shortest possible time after receiving an application from the User/ authorised person and after having completed their identification. The latter is carried out by confirming the data about a Customer and other information necessary to identify the User.

#### **Article 4. Rights and responsibilities of the Parties**

##### **4.1. The Parties undertake:**

1) to comply with the terms and requirements of the Agreement, the Rules and the Acting Legislation when using the e-Documents;

2) to use telecommunication, data processing, data storing and data security systems only on the properly operating and functioning equipment, which was inspected for the computer viruses and malware harmful for the System and the Parties;

3) to immediately notify other Party on all cases of suspected unauthorised access to the telecommunication systems, as well as the loss and theft of eToken Pass Devices;

4) to protect the confidentiality of information contained in the e-Documents when providing and receiving the e-Banking Services, except as provided by the Acting Legislation, the Agreement, the Rules and/ or other contracts concluded between the Bank and the Customer.

##### **4.2. The Bank has the right:**

1) to reject acceptance of the Customer's e-Documents if there are suspicions about unauthorised access to the System;

2) to modify the System security tools in its sole discretion;

3) to block the Customer's access to the System if there are suspicions about unauthorised access to the System;

4) to block the Customer's access to the System in case there is no activity on the Account, and/ or no money on the Customer's Account during 3 (three) consecutive months (as for current accounts). To terminate the Agreement in case there is no activity on the Account or no money on the Account during more than 12 (twelve) consecutive months;

5) to perform any activities aimed at improvement of the System security by requesting a confirmation from the Customer details of the e-Document, by requesting the updated list of the System Users, and otherwise;

6) to collect and process the personal data, including their handover and transboundary transfer to the public authorities and third parties, for any purposes, including, but not limited to, the objectives of banking services rendered to the Customer, inspection and auditing of the Bank, insurance against the risks related to the Customer and the Agreement, collection of indebtedness under the Agreement, and consultation obtained from third parties regarding the Agreement. However, the Bank undertakes to ensure necessary security and confidentiality of the obtained personal data in accordance with the Acting Legislation and internal procedures;

7) to use other rights provided for by the Agreement, General Terms and Conditions of banking services for legal entities, the Rules and the Acting Legislation.

#### **4.3. The Bank undertakes:**

1) to register the Customer in the System and to provide him/ her with a username (login), PIN-envelope with single-use password, and eToken Pass Device to get started with the System, after the Customer has concluded the Agreement and paid the commission fee in accordance with the Bank's Tariffs;

2) to provide instructions/ training materials containing a User guide for installation and operation of the System, upon the Customer's request;

3) to provide the e-Banking Services in accordance with the Rules and the Agreement, including to execute the Customer's orders on money transfer from Account, which were given to the Bank via the System and confirmed by One-Time Security Code of the eToken Pass Device;

4) to provide the Customer with technical support on operation of the System, provided that the commission fee paid in accordance with the Bank's Tariffs;

5) in the case of receipt of the notification from the Customer on suspicion of an unauthorized access to the System or identification of suspicion on an unauthorized access to the workstation of the Customer, the Bank shall immediately block all operations with e-Documents, messages (instructions), directed with the use of the System to determine all the circumstances;

6) upon detection of an unauthorized access to information constituting bank secrecy, its unauthorized modification, implementing an unauthorized payment and/ or transfer of money and other illegal actions, to notify the Customer in respect of who such activities have been admitted to, not later than the next working day after their disclosure and to take all necessary measures without delay to eliminate the consequences of such actions and to prevent their recurrence.

#### **4.4. The Customer undertakes:**

1) to comply with the Safety Procedures requirements and any other instructions of the Bank regarding the System security. The Customer shall be responsible for implementation, execution and regular review of safety measures regarding the System access as well as the information stored within the Customer's computer and communication systems and its use;

2) to maintain the Internet access at own expense and to pay providers for the consumed communication services;

3) to execute e-Documents in accordance with the requirements of the Acting Legislation and these Rules. In this case, payment orders are made out with putting the required details, including in the box "code of payment purpose" - the code mark of a payment (CPP), corresponding to the text designation for payment purpose, and at payment of taxes and other obligatory payments to the budget - to specify the numerical designation code of the budget classification (CBC), corresponding to the text name of the code and the purpose of payment, specified in the box "payment purpose";

4) to refrain from modification, decompilation, reproduction or transfer of the System to any third party;

5) to properly maintain, at own expense, the own software-hardware means applied in accordance with this Rules;

- 6) to submit the e-Documents to the Bank after confirming them with a One-Time Security Code generated by the eToken Pass Device;
- 7) to independently monitor the Users' access levels, authorities and permissions in the System;
- 8) to timely notify the Bank the termination/ modification of authorities of the Users mentioned in the Application submitted to the Bank and to give a written instruction on blocking their access to the System;
- 9) to use the System in full compliance with the Bank's instructions and recommendations for the System operation.

#### **4.5. The Customer has the right:**

- 1) to be serviced in the System in accordance with the Agreement and the Rules;
- 2) to obtain additional eToken Pass Devices by an agreement with the Bank and paying a commission fee as specified in the Bank's Tariffs;
- 3) to modify the list of Users and Authorised Persons by submitting to the Bank the application form, agreed with the Bank, certified by a signature of first executive or by a person, authorized for such actions by the Customer and impress of the Customer's seal. Application can be sent via the System, at the same time it should be certified in the System by the first executive or other person authorized by the Customer.
- 4) to obtain a new PIN-envelope with single-use password required to log in the System, if the previous PIN-envelope issued to the Customer was lost;
- 5) to demand proper performance of the Agreement and this Rules from the Bank.
- 6) to terminate the Agreement in accordance with subparagraph 3), paragraph 5.2. of Article 5 of the Agreement.

#### **4.6. Hereby the Customer assures:**

- 1) that in respect of the personal data of the Customer's authorised persons and Users, and the personal data transferred and to be transferred in the future by the Customer to the Bank under the Agreement, Rules, and collateral contracts to the Agreement, as well as in other cases where collection and processing of such personal data is required under the Acting Legislation and (or) the Bank's internal documents, in compliance with the Law of the Republic of Kazakhstan "On personal data and its protection" the Customer has preliminarily received the Users' and authorised persons' consent to the personal data collection, processing and transfer to the third person, including to the Bank, and the personal data processing by the Bank;
- 2) whenever it necessary at the discretion of the Bank, the Customer shall provide the Bank a documentary evidence that he/ she obtained from the Users and authorised persons consents to the personal data collection, processing and transfer to the third party, including to the Bank, and the personal data processing by the Bank, and if it is impossible to provide the documentary evidence of available consent, the Customer will obtain such consents and then will confirm their obtainment to the Bank;
- 3) that he/ she preliminarily received from the Customer's authorised persons and Users the consent to the transboundary transfer of their personal data by the Bank, including in accordance with the requirements of the Law of the Republic of Kazakhstan "On personal data and its Protection", the Customer will provide the Bank a documentary evidence of their availability at the Bank's request.
- 4) that ensures compliance with the requirements of the Acting Legislation for transactions carried out through the System.

### **Article 5. Security Procedures**

5.1. The two-factor authentication Procedures enable to reliably identify the Customer and his/ her right to receive the e-Banking Services, detection of misrepresentations and/ or changes occurred in the content of the e-Documents on a basis of which the Customer receives the e-Banking

Services, protection against unauthorized access to the information constituting a banking secret, and provision of the integrity of this information.

5.2. All information security procedures shall be performed on the Customer's user PCs, in the Internet and the System servers of the Customer and the Bank.

5.3. In order to ensure the confidentiality of transmitted and received information, a SSL encryption (Secure Socket Layer Protocol) with sha256 signature hash algorithm with all personal Internet banking service applications are used in the System, which is an industry standard encryption used for the Internet banking service applications.

5.4. The Customer shall ensure availability of SSL encryption supporting modern browser.

5.5. The following identification data are provided for the User identification upon entry into the System and provision of e-Banking Services by the Bank: a username (login), password, and One-Time Security Code generated by the eToken Pass Device.

5.6. For the primary entry into the System, the User shall apply the username (login), password and One-Time Security Code generated by eToken Pass Device that provided by the Bank.

5.7. After the primary entry into the System, the User shall change the password provided by the Bank with own one. To protect against the third parties access to the System, it is recommended to set the passwords meeting the following minimum requirements:

- 1) The password shall not contain the user account name or any part of it.
- 2) The password shall consist of at least 8 (eight) and no more than 10 (ten) characters.
- 3) The password shall contain three categories of characters from the following four:
  - uppercase English letters from A to Z;
  - lowercase English letters from a to z;
  - digits (from 0 to 9);
  - special characters (e.g., \$, #, %).

5.8. Once e-Documents have been Authenticated by using the eToken pass Device the edition, as well as change of the e-Document content of is not possible, unless the Customer shall not cancel the Authentication of e-Document in the System. The Customer is responsible for the correctness of the e-Document content.

5.9. When sending the e-Documents to the Bank, the System may require re-Authentication by using the eToken pass Devices if the e-Document was not signed by the Customer earlier.

5.10. The User shall not disclose and transfer his/ her username (login), password and the eToken Pass Device to any third party, and shall keep them out of the reach of any third party, in a place guaranteeing their security and integrity.

5.11. In case of multiple (more than five times in a row) entry of incorrect User password for getting access to the System, the Bank shall automatically lock the User's account in the System. After lockout of the User's account, the User's access to the System to be suspended. To unlock the account, the User shall turn to Corporate Product Division. Unlocking is carried out based on the internal procedures of the Bank.

5.12. The incorrect entry of username (login), password and One-Time Security Code by the Customer is a reason for non-provision of e-Banking service by the Bank.

5.13. For security reasons, there is a feature disabling the User's current session in the System in case of a lasting (for over 15 minutes) absence of the User's active actions in the System. To restore the access to the System, the User shall repeat the login procedure. It is prohibited for User to leave the workplace with a running session.

5.14. The Customer shall bear full responsibility for the installation, maintenance and regular monitoring of access and usage security of the System, the eToken Pass Device and the information stored in its computer systems, and particularly for the control of the System entry passwords.

5.15. The Customer undertakes to immediately notify the Bank on any unauthorised access to the System or unauthorised transaction of which he/ she became aware or is suspicious.

5.16. The Customer confirms that all Users and authorised persons of the Customer are aware and will comply with the Security Procedures.



5.17. The Customer agrees to indemnify the Bank against all claims and proceedings, and to compensate the Bank for any costs and for any type of losses or damages which the Bank may be exposed to as a result of the Customer's failure to perform or improper performance of his/ her obligations under this Article.

#### **Article 6. Bank's commission fee**

6.1. The Bank may charge a commission fee for the services provided under Agreement, in accordance with the established Tariffs available on the Bank's official website ([www.altynbank.kz](http://www.altynbank.kz)).

The procedure of charging the commission fee for the provision of services under this Agreement is defined by the General Terms and Conditions of banking services for legal entities. The Customer provides the Bank with an unconditional consent to withdraw (to write off) the amounts of the commission fee for the services provided by the Bank under Agreement, as well as all costs incurred by the Bank in connection with the execution of the Customer's e- Documents, by direct debiting of the Account by the Bank in accordance with the Bank Tariffs. The Agreement is also represent a direct debit agreement of the Customer's Account, pursuant to which the Customer gives the Bank unconditional, undisputable consent to withdraw (write-off) funds from the Account.

6.2. The Bank has a right to suspend or terminate the provision of services under the Agreement in case of impossibility to charge the commission fee from the Customer. The Bank shall notify the Customer on it in writing or electronically within 10 (ten) Business Days from the date of suspension/ termination of services under the Agreement. If the Customer pays for the services, the Bank has a right to restore the provision of services to the Customer with notifying the Customer on it in writing or electronically.

6.3. The procedure for determining the exchange rate applied in the provision of banking services in foreign currency, including e-Banking Services, is established by the General Terms and Conditions of banking services for legal entities.

#### **Article 7. Liability of the Parties**

7.1. The Parties shall bear responsibility for the failure to fulfil or for the improper fulfilment of obligations under the Agreement, this Rules and the Acting Legislation.

7.2. Neither of the Parties shall be liable for losses incurred by other Party through no fault of the first Party, but as a result of using the e-Documents, including the execution of incorrect e-Documents, if such documents were duly arranged and delivered by one Party, and are verified and accepted by other Party.

7.3. The Bank shall be responsible for timeliness and accuracy of the transactions made under the electronic payment instruments, in accordance with the Agreement and these Rules.

7.4. The Bank shall not be liable for any losses incurred by the Customer as a result of any actions of third parties, including, but not limited to, the Customer's contractors/ employees, who for any ground/reasons have obtained the access to the AWS, eToken Pass Device, and information on entry passwords, if it occurred because of the Customer's carelessness, negligence and/or intention.

7.5. The Bank shall not be liable for the execution/ non-execution/ correctness of execution of the Customer's e-Documents, if the Customer untimely notified/ failed to notify the Bank on termination or change of the Users' permissions specified in the Customer's Application.

7.6. The Bank shall not be liable for any losses resulting from improper completion of e-Documents.

7.7. The Customer shall be liable for the lack of consents to the personal data collection, processing and transfer to third party, including to the Bank, as well as for the lack of consents specified in Paragraph 4.6 of these Rules. If any measures were applied to the Bank for the breach of the legislation of the Republic of Kazakhstan on personal data and its protection, the Customer shall indemnify the Bank, at the latter's request, for any expenses and losses incurred by the Bank.

7.8. The issues related to indemnification for the losses, including the actual damages, loss of expected gain resulting from the disclosure and transfer of entry passwords and usernames (logins)

to third parties by the Customer's authorised person, for any reason, shall be settled between the Customer and the Customer's authorised person without participation of the Bank.

#### **Article 8. The suspension, resumption and termination of e-Banking Services**

8.1. The grounds for suspension and termination of e-Banking Services provided to the Customer by the Bank are as follows:

- 1) a breach of the Customer's obligations, as well as the terms of Security Procedures stipulated by the Agreement and/ or the Rules;
- 2) malfunction in the technical means providing the e-Banking Services during Operation Day;
- 3) necessity of current, extraordinary or emergency maintenance during Operation Day;
- 4) any other reasons, stipulated by the legislation of the Republic of Kazakhstan, by the General Terms and Conditions of banking services for legal entities or by these Rules.

8.2. The Bank shall notify the Customer by sending correspondence one way or another and in the manner specified in the General Terms and Conditions of banking services for legal entities in case of suspension or termination of the provision of e-Banking Services on the grounds specified in paragraph 8.1 of the Rules, except for the cases stipulated by the Acting Legislation. The Bank shall promptly notify the Customer about the planned introduction of changes (updates) made to the System to ensure operation of the System, the availability of which the planned changes will affect, as well as the time of its alleged inaccessibility by placing notifications on the Internet site of the Bank at the following address: <https://altynonline.kz/>.

8.3 When addressing the causes that led to the suspension of the Customer's right to receive e- Banking Services, the Bank shall resume the provision of e-Banking Services.

#### **Article 9. Force-majeure**

9.1. If the performance of obligations by any of the Parties was impeded or delayed by a force-majeure described below, then the performance of obligations by the Party shall be suspended in proportion to the period of the force-majeure and to the extent they impeded or delayed the performance of obligations by the Party. The Party whose performance of obligations under the Agreement turned out to be impossible because of the force-majeure, shall notify other Party on it in written not later than 3 (three) Business Days after the occurrence of the force-majeure and shall undertake all possible activities to reduce the losses or damages incurred to other Party and to restore own capacity to meet obligations under the Agreement. In the case of failure to notify or untimely notification, the Party shall be deprived of a right to refer to any force-majeure as a justification exempting from liability for non-performance of the obligations under the Agreement, excluding if such failure or untimely notification were directly caused by a respective force-majeure.

9.2. The force-majeure means any circumstances beyond a reasonable control, including, but not limited to, the fires (excluding those occurred as a result of a criminal negligence or dereliction of duties by the Parties), floods, earthquakes, wars (declared and undeclared), rebellions, strikes, civil wars or riots.

#### **Article 10. Final provisions**

10.1. For information relating to the provision of services in the "Altyn Online" system, the Customer may contact by phone +7 727 2596998, on the Business days, from 09:00 to 18:00 Astana time or visit the Bank/ its branches at the addresses indicated on the Bank's official website ([www.altynbank.kz](http://www.altynbank.kz)).

10.2. The Bank shall have a right to unilaterally modify the contact data by publishing them on the Bank's official website ([www.altynbank.kz](http://www.altynbank.kz)).

10.3. The Customer may not assign or transfer any rights or obligations under the Agreement without a prior written consent of the Bank. Any attempt of such assignment or transfer made in violation of this Article shall have no legal force and effect.

As an integral part of the Agreement, these Rules is binding for the Parties, their successors (including in the case of the Customer reorganisation by splitting-up and spinning-off, when several legal entities appear or when one or more legal entities spins off the legal entity).

10.4. As an integral part of the Agreement, these Rules represents an entire understanding between the Parties and shall replace and supersede any previous written or oral agreements and understandings existed between them with regard to the provision of e-Banking Services to the Customer via the System. In all those issues that are not provided for in this Rules or in the Agreement, the Parties shall be governed by the Bank's General Terms and Conditions of corporate banking services available at the Bank's website ([www.altynbank.kz](http://www.altynbank.kz)) and by the Acting Legislation.

10.5. The Bank reserves the right to make changes into the Agreement, the Procedure and the Tariffs. The Bank shall notify the Customer on such changes (except for the changes in the Tariffs and in the list of transactions provided via the System, which are regulated by other provisions of the Rules) not less than 10 (ten) Business Days before the date of their entry into force. The notification shall be made by sending a written notice to the Customer (a confirmation of receipt of such notice by the Customer is not required), and/or by email, and/or by publishing a notification on the Bank's official website ([www.altynbank.kz](http://www.altynbank.kz)), and/or by posting a notice in the Bank. After such notification as well as in the cases when the Customer is not agree with the changes, the Customer shall notify the Bank on it in written no later than the date of entry into force of the changes and the Customer shall has a right to repudiate the Agreement in a manner specified by Subparagraph 3) of Paragraph 5.2 of the Agreement, without penalties, except as expressly provided in this Rules. The Customer shall assume the responsibility and all possible risks related to non-receipt of notification on changes made into the Agreement, this Rules, and the Tariffs. If the Customer has not repudiated the Agreement after the changes in the Agreement and/or the Rules have entered into force, then the Agreement and the Rules shall continue to be in full force and effect as amended.

10.6. Any costs incurred by the Bank by its involvement into the trial between the Customer and third parties, as well as any other costs of the Bank which may arise as a result of the Bank's relationship with the Customer and which are not regulated by the Tariffs, shall be charged to the Customer. The Bank shall pass an invoice to the Customer indicating the costs of completion. After receipt of the mentioned invoice, the Customer shall immediately pay it.

10.7. All documents relating to the Rules and the Agreement shall be executed in the state language, and/or in Russian, and/or in English, subject to agreement between the Bank and the Customer. In case of possible divergent interpretation, the Parties shall be governed by a text of the respective document executed in Russian.