

**Public offer agreement for the provision of the “VISA Direct”, “Visa+” transfers service in  
O!Bank OJSC**

**1. General Provisions**

1.1. This Public Offer Agreement for the provision of the “VISA Direct”, “Visa+” transfers service (hereinafter referred to as Transfers) in O!Bank OJSC is a public offer made by the Bank for the purpose of concluding an accession agreement for the provision of the Service to the Client (hereinafter referred to as the Agreement).

1.2. The Agreement is considered concluded from the date of acceptance of this public offer by the Client. Acceptance of the offer by the Client is deemed to be the performance of the actions provided for in Chapter 3 of the Agreement within the framework of the transfer service.

The Agreement is valid only in relation to the transfer of funds from card to card by card number or by phone number (hereinafter referred to as the Services or transfers) in accordance with the terms of the Agreement, the requirements of the current legislation of the Kyrgyz Republic and the Rules of the Visa payment system Inc. (hereinafter referred to as the Rules) in the manner established by this public offer. In other cases not provided for by this Agreement, such as the Procedure for issuing and servicing bank cards of local and international payment systems, as well as the receipt by the Client of other banking services, are regulated by the Terms for receiving banking services by individuals in O!Bank OJSC, posted on the official website of the Bank. Regarding the Client, whose data coincides with the data of a person included in the Sanctions List of the Kyrgyz Republic and/or in international sanctions lists, the Bank freezes (blocks) funds and/or suspends transactions, and also has the right to refuse to execute the Client's order to carry out transactions if there is information about the participants in the transactions on their participation in terrorist and extremist activities, the proliferation of weapons of mass destruction and the legalization (laundering) of criminal proceeds in accordance with the current legislation of the Kyrgyz Republic (Law of the Kyrgyz Republic "On Combating the Financing of Criminal Activity and the Legalization (Laundering) of Criminal Proceeds" and other regulatory legal acts adopted for the purpose of implementing the provisions of the said Law.

1.3. With respect to the provision of the Service by the Bank, the Agreement shall be valid until the Parties have fully fulfilled their obligations under the Agreement, namely: the provision by the Bank of the Transfer service (crediting funds to the Bank issuing the recipient's Card) and the payment by the Client to the Bank of the Commission for the services rendered.

1.4. The Bank has the right to additionally request from the Client documents related to the transaction carried out using the Client's card confirming the legality and economic feasibility of the transactions (invoices issued for payment to the Client, agreements, contracts, invoices, etc.). In the event of the Client's refusal to provide the Bank with the requested documents, the Bank, in accordance with the legislation of the Kyrgyz Republic, has the right to refuse to carry out the transaction and/or unilaterally terminate this Agreement and close the Client's cards.

1.5. The Client's card may not be used to conduct transactions related to the Client's business activities or to the Client's payment for contracts and agreements concluded with/between legal entities as a third party (hereinafter referred to as business activities). The Bank will not execute the Client's and/or third party's instructions that clearly indicate the Client's business activities. In the event that the Bank receives instructions from the Client and/or third parties related to the Client's business activities, as well as receipt of funds in favor of the Client from third parties received as a result of the Client's business activities, the Bank will not execute these instructions and orders. The funds are returned to their sender in an uncontested manner. In addition to the Client's personal funds, wages, royalties, pensions, alimony,

social benefits, funds from another Bank account, payments related to inheritance, fees for the sale of personal property belonging to the Bank account owner, money transfers (including those carried out through money transfer systems without opening an account) and other receipts and payments, including loan payments, can be credited to the card of individuals. From the card of an individual, the Client can make personal payments, including payments for goods purchased for personal purposes (services rendered), loan repayments, money transfers (including those carried out through money transfer systems without opening an account), utility bills and other similar payments of a personal nature.

1.6. A public offer agreement can be used as evidence when considering disputes, including in court.

## **2. Subject of the Agreement**

2.1. The Bank provides the Client with the opportunity to use the Service using the Mobile Application “My O!+Bank”.

2.2. The Bank provides the Client with the Service in accordance with the terms of the Agreement, the requirements of the legislation of the Kyrgyz Republic and the Rules in the manner established by this Agreement, and subject to the simultaneous fulfillment of the following conditions:

2.2.1. The Bank’s technical capability to provide a specific Service;

2.2.2. Successful completion of the Client's Verification;

2.2.3. Availability of the Bank's permission to carry out a transaction using the Card, obtained as a result of Authorization;

2.2.4. Payment by the Client of the Commission for the provision of the Service by the Bank in accordance with the terms of the Agreement.

2.3. The Bank has the right to refuse the Client if a ban or restriction on transactions using the Card is established by the Issuing Bank and/or the Payment System and/or the legislation of the Kyrgyz Republic.

2.4. The Bank has the right to refuse the Client to provide the Service unilaterally and without explanation, including in the event of detection of the Client's transactions containing signs of suspicious transactions, or transactions that pose reputational risks for the Bank, as well as if the Bank has suspicions that the transaction is carried out in violation of the requirements of the legislation of the Kyrgyz Republic, the Rules or is fraudulent.

2.5. For the provision of the Service, the Bank charges the Client a Commission, in accordance with The Bank's Tariffs, which are posted on the Bank's official website and are in effect at the time the Client initiates the Service. The commission is calculated from the transfer amount and is included in the total amount of the authorization request carried out using the sender's Card, and is subject to debiting without additional instructions from the Client (the Client gives acceptance for the debiting of the commission in advance) from the sender's card account in excess of the Transfer Amount on the date of debiting the Transfer Amount from the sender's card account. If at the time of Authorization the available balance on the sender's Card account is insufficient to provide the Bank's Services and pay the commission, the Bank does not accept the Client's order for processing and does not provide the Bank's Services.

2.6. If the currency of the sender's card account and/or the recipient's card account is different from the transfer currency, conversion into the corresponding currency is carried out by the Issuing Bank in accordance with the rules and conditions established by the Issuing Bank.

2.7. The Bank informs the Client about the result of the Service provision by displaying a message with the result of the service provision in the Mobile Application “My O!+Bank”.

2.8. The period for crediting funds to the recipient's Card Account for the Service rendered depends on the Bank issuing the recipient's Card, and may range from several minutes to 3 (three) business days from the moment the funds are debited from the Client's card account.

2.9. The Bank shall not be liable in cases where the crediting of funds to the recipient's card account is carried out in violation of the deadlines and other requirements established by the Rules, the

Agreement and the legislation of the Kyrgyz Republic due to the fault of the Third-Party Bank, the Issuing Bank.

2.10. The Bank shall not be liable for errors made by the Client when making a transfer at the time of entering the transaction parameters and resulting in the transfer of funds in an incorrect Transfer Amount or using incorrect details. In the above cases, the Service is considered to have been rendered by the Bank to the Client properly and in full compliance with the Agreement, and the Client shall independently settle further settlements with the individual to whose account the funds were received as a result of the Service.

2.11. The Sender Card Holder has the opportunity to refuse to receive the Service at any time before joining the Agreement. In this case, the transfer of funds from the Sender Card Account to the Recipient Card Account is not performed, and the Bank Commission is not charged.

2.12. The exchange rate at the time of the transaction may differ from the exchange rate at the time of its processing in the Bank's system, which may result in a difference between the amount by which the balance on the card is reduced at the time of the transaction and the amount actually debited from the card account and reflected in the Card Report. The exchange rate difference arises, is debited from the card account/credited to the card account at the time of the transaction processing in the Bank's system.

### **3. Procedure for provision of the Service**

3.1. The Sender Card Holder specifies/selects the transaction parameters according to which the Bank must provide the Service, namely:

- sender's card number;
- the validity period of the Sender's Card;
- CVV 2/ CVC 2
- full name of the recipient;
- recipient's card number;
- the transfer amount;
- other parameters, if requested by the Bank.

3.2. The Bank calculates the amount of the Commission, which is displayed in the corresponding column in the Transfer Currency.

3.3. The Sender Card Holder checks the transfer parameters, including the correctness of the Card numbers, Transfer Amount and Commission calculation, and confirms his/her desire to receive the Service with the parameters displayed on the screen form by clicking the "Transfer" button. After confirming the Service parameters and Verification, the Client has no opportunity to refuse to receive the ordered Service.

3.4. By joining the Agreement, the Client confirms the fact that the Client gives the Bank consent to the processing of the Client's personal data.

### **4. Rights and obligations of the Parties**

#### **4.1. The Bank has the right to:**

4.1.1. Require the Client to comply with the terms of the Agreement and pay the Commission for the provision of the Service.

4.1.2. Refuse to provide the Service to the Client on the grounds established by the Agreement and/or the legislation of the Kyrgyz Republic.

4.1.3. Make changes to the agreement unilaterally. In this case, the changes made become mandatory for the Bank and the Client from the moment they are posted by the Bank on the Bank's official website 10 (ten) working days in advance.

4.1.4. Change unilaterally the amount of the Commission for the provision of the Service by prior notification by posting on the official website 10 (ten) working days in advance.

4.1.5. Process any information related to the Client's personal data.

4.1.6. Set transfer limits at his own discretion and refuse to carry out a transfer if the established limits are exceeded.

4.1.7. Provide the information contained in this Agreement, as well as any information (including personal information) about the Client to shareholders, affiliates and related persons of the Bank.

**4.2. The Bank undertakes to:**

4.2.1. Provide the Service in the volume and within the timeframes established by the Agreement.

4.2.2. Post up-to-date information on the Bank's official website.

4.2.3. Maintain banking secrecy regarding the Client's transactions made using Cards and information about the Client. Information about transactions using Cards and information about the Client may be provided by the Bank to third parties in cases stipulated by the legislation of the Kyrgyz Republic.

4.2.4. Accept for consideration the client's claims regarding the quality of the Service provided by the Bank, if they are submitted by the client within 30 days from the date of provision of the Service by the Bank.

**4.3. The Client has the right to:**

4.3.1. Read the terms and conditions on the Bank's official website.

4.3.2. Contact the Bank's call center for advice if he has any questions related to the Bank's services.

4.3.3. Submit claims to the Bank related to the quality of the Services provided by the Bank within 30 days from the date of provision of the Service by the Bank.

**4.4. The Client undertakes to:**

4.4.1. Not to transfer the Card and Card details to third parties.

4.4.2. Read the terms of the Agreement and the amount of the Commission in a timely manner and in full before joining the Agreement.

4.4.3. Provide the amount of money necessary to complete the transfer and pay the Bank Commission.

4.4.4. Not to carry out transactions related to the legalization of criminal proceeds, the financing of terrorist and extremist activities, the financing of organized groups or criminal communities, the financing of the proliferation of weapons of mass destruction, as well as transactions that pose reputational risks to the Bank.

4.4.5. When transferring from card to card, provide reliable information requested by the Bank.

4.4.6. Carry out operations related to the transfer of funds stipulated by the Agreement in strict accordance with the legislation of the Kyrgyz Republic.

4.4.7. Do not carry out operations related to entrepreneurial activities.

## **5. Dispute resolution procedure**

5.1. All disputes and disagreements arising during the execution of this Agreement shall, if possible, be resolved through negotiations between the Parties;

5.2. All disputes for which an agreement has not been reached shall be resolved in accordance with the procedure established by the current legislation of the Kyrgyz Republic;

5.3. In the event of any claims related to the quality of execution of the Agreement, the Client has the right to submit a claim to the Bank at the Bank's address in writing no later than 30 calendar days from the date of the transfer.

5.4. The period for consideration of a claim shall not exceed 45 calendar days from the date of its receipt by the Bank, provided that the Client provides all documents/information necessary for consideration of the claim in a timely and complete manner.

## **6. Other conditions**

6.1. The Client gives his unconditional consent to the provision by the Bank of the information contained in this Agreement, as well as any information (including personal information) about the Client to shareholders, affiliates and related persons of the Bank.

6.2. Simple electronic signature – an SMS message, code, password or other analogue of a handwritten signature used by the Client to confirm the Client's expression of will to perform the Service, transaction and/or certifying the fact of preparation and/or review and/or signing of an electronic message, electronic document, including an agreement/application/questionnaire in electronic form concluded through the Comprehensive Servicing Agreement. The terms and procedure for using a simple electronic signature, signing an Agreement with an analogue of a handwritten signature and exchanging electronic documents are described and applied in accordance with the Procedure for the use of a simple electronic signature by individuals in O!Bank OJSC, posted on the official website of the Bank.

6.3. This Agreement is drawn up in Kyrgyz, Russian and English languages.

By signing the terms of this Agreement, I fully and unconditionally accept the terms of this Agreement and the Procedure for the use of a simple electronic signature by individuals in O!Bank OJSC, posted on the official website of the Bank and in the Mobile Application "My O!+Bank", I agree that this document is drawn up in the form of an electronic document signed with a simple electronic signature, and I recognize it as equivalent to a document on paper signed with my own handwritten signature, in accordance with the Law of the Kyrgyz Republic "On Electronic Signature".

By signing with a simple electronic signature I acknowledge the entry (activation) of a special confirmation Code sent via SMS message to my Mobile (Trusted) phone number.

Signed with a simple electronic signature of the Client by entering the Code sent to the Client's mobile device.

## **7. Bank address and details**

"O!Bank" OJSC, OKPO 22192566, TIN 01204199910016,

Legal address: 720033 Bishkek, Frunze Street 390,

License of the National Bank of the Kyrgyz Republic No. 044 dated 22.07.2017,

Tel: 0312 988 330, 0700 000 999