

## **THE PUBLIC OFFER FOR EXECUTING AN AGREEMENT FOR RENDERING SERVICES OF “FINCA ELSOM” BY THE CJSC “FINCA BANK”**

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

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

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

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

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

- **Agent of the Issuing Bank** – an official representative of the Issuing Bank, providing services of the e-wallet on behalf of the Issuing Bank for a consideration or free of charge on the ground of the agreements and/ or contracts executed with the Issuing Bank.
- **Agency network** – the totality of all the Agents of the Issuing Bank.
- **The Issuing Bank** - the CJSC “FINCA Bank”, the NBKR’s license #051 and #051/1 of 03.03.2015, address: 93/2, Shopokov Street, Bishkek, 720021, the Kyrgyz Republic.
- **Agreement**– the Agreement for providing service “Elsom” executed between the Issuing Bank and the Client on the terms and pursuant to the conditions set out in the Offer.
- **Non-identified client** - is a Client who has not undergone the process of identification and verification in accordance with the legislation of the Kyrgyz Republic.
- **Client** – an individual or a legal entity or a sole proprietorship who has executed an Agreement with the Issuing Bank and has a right to carry out operations in the Elsom system using an e-wallet.
- **Fees** – the remuneration charged by the Issuing Bank and/ or Agents of the Issuing Bank from the Client for rendering services.

- **Personal cabinet** – is a system for the registered Elsom users which contains all the basic tools, necessary for working with an e-wallet through the Internet browser, if Internet connection is available.
- **Elsom Mobile application** is a mobile application for the Elsom users, based on Android and iOS which enables the clients to manage the e-wallet through Internet connection.
- **Identified client** is a Client who has undergone the procedure of identification in accordance with the internal documents of the Issuing Bank and provided the following documents to the Issuing bank: the application form; a copy of passport and other necessary documents and data
- **Operation** – actions of the Issuing Bank taken upon instruction of the Client or on other grounds, directed to crediting the account, withdrawal, transfer of Electronic money from/ to the Client's E-wallet.
- **Password** – a secret set of characters intended for the user's identity authentication when logging into the system (into the Personal cabinet, into the mobile application etc.). The password is used to protect the electronic wallet of the user against unauthorized access.
- **PIN-code**– Personal identification number is a unique four-digit access code to the Elsom system through the mobile phone.
- **Payer** is a person who makes payment in favour of the Payee (the Recipient of the payment);
- **Payee (the Recipient of payment)** – legal entities, individuals and sole proprietorships (residents and non-residents defined in accordance with the legislation of the Kyrgyz Republic) for whose benefit the money transfer is being made.
- **The Operation Order (the Order to carry out an operation)** is a Client's application for carrying out an operation, composed using a relevant Technical Device or composed as a hard copy, handed by the Client to the Issuing Bank and containing all the information provided for in the application, which enables carrying out the Operation. You can familiarize yourself with the mentioned applications in the Structural units of the Issuing Bank, with the transaction processing officer or you can find them on the Elsom website in the Internet network.
- **Client registration using remote access** is registration of an anonymous (non-personified) e-wallet by means of the mobile application or through the website of the CJSC "FINCA Bank".
- **The Elsom web-site** is the official website of the Issuing Bank containing FINCA Elsom section located at: <http://www.elsom.kg>.
- **Transaction** - actions of individuals, legal entities and sole proprietorships directed to establishing, change or termination of civil rights and obligations.
- **Elsom system** is a system of settlements using electronic money that provides an opportunity to make electronic payments using various access channels to the clients.
- **Doubtful financial operations** are operations carried out with money having no clear economic or obvious legal purpose
- **The structural unit of the Issuing Bank** – The Issuing Bank, the branches of the Issuing Bank, saving bank offices of the Issuing Bank, where clients are served.

- **Elsom services** are mobile financial services provided by the Issuing Bank by means of providing e-wallet in the system of the Issuing Bank to the Clients.
- **E-wallet service** is the FINCA Elsom service.
- **Electronic money** is the electronic equivalent of the monetary value which is stored in the technical (mobile) device and can be widely used for making payments.
- **E-wallet** is the Client's virtual account which enables the client to deposit, transfer and withdraw money in the electronic format. E-wallet has the functionality of a bank account; it provides money for carrying out financial and electronic commercial transactions. Clients can carry out transactions online at any place and at any time, provided that the mobile network is available.

## **2. General provisions**

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

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

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

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

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

### **3. The Subject of the Agreement**

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

3.1.1. Providing an e-wallet to the Client;

3.1.2. Electronic money transfer;

3.1.3. Non-cash money transfers;

3.1.4. Remote access to the bank accounts;

3.1.5. Submission of an application for a mobile loan;

3.1.6. Receiving loan funds from the Bank account onto the e-wallet;

3.1.7. Making payments from the e-wallet to the bank account;

3.2. The list of the services above is not comprehensive and can be changed and/ or supplemented by the Issuing Bank on a unilateral basis by posting the relevant

information on the Elsom website. The Issuing Bank provides the comprehensive list of the services on the website: [www.fincabank.kg](http://www.fincabank.kg).

3.3. The list of the offered services depends on the type of registration of the e-wallet holder.

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

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

#### **4. Identification**

4.1. Depending on the registration procedure, the Issuing Bank distinguishes the following types of the e-wallet holders: remotely identified and the e-wallet holders identified in accordance with the standard procedure.

4.2. Individuals and sole proprietorships may undergo the registration procedure by means of **remote identification**, by filling up an application on the official website of the Issuing Bank or in the mobile application itself; choose one of the suggested options of remote identification for receiving a personified FINCA ELSOM e-wallet and use it within the framework of the tariffs and limits set by the Issuing Bank.

4.3. Individuals, legal entities and sole proprietorships may undergo the registration procedure by means of **standard identification** in any office of the Bank, providing the necessary data/ documents for receiving a personified FINCA ELSOM e-wallet and use it within the tariffs and limits set by the Issuing Bank.

- Hereby the Client guarantees the reliability and the accuracy of all the data he/she provides to the Issuing Bank and authorizes the Issuing Bank to process the provided data in the system of the Issuing Bank.

- The Issuing Bank has a right to check up the basic personal data of the Client using any method which is convenient to it, through the state information systems or any other available data sources; for this purpose, it can gather, process and consider the available information related to the Client.

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

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

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

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

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

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

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

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

5.4.1. Writing-off of the amount of the Commission Fee payable by the Client in accordance with the Tariffs;

5.4.2. Writing-off the amount of the forfeit (fine, penalty) stipulated by this Agreement (including the Tariffs or the terms and conditions of rendering services) and/or other documented expenses of the Issuing Bank incurred as a result of providing services to the Client under this Agreement;

5.4.3. Enforcement of the balance (a part of the balance) of the Electronic money shall be performed in the manner prescribed by law;

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

5.4.5. Writing-off the amount of the Client's indebtedness resulted from the following circumstances (including, but not limited to):

- Using erroneously credited amount of the Electronic Money by the Client;
- Withholding the funds by the Issuing Bank to return the money to the Payer, in the case when the Payer contests the operation of providing funds for replenishment of the e-wallet;
- Technical overexpenditure;
- **Without the Client's instruction and consent, writing-off funds to repay the disbursed loan/account overdraft and interest accrued, as well as other amounts of the Client's obligations to the Bank, including those not related to banking services, but arising from other legal relations between the Bank and the Client.**

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

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

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

5.5. The provisions of subparagraphs 5.4.1. - 5.4.7. of this Agreement shall have the effect of pre-approval of performance of the Operations specified in them by the Client.

5.6. The finality of the Electronic Money Transfer shall take place at the moment of simultaneous acceptance of the Operation Order by the Issuing Bank, decrease in the Payer's Electronic Money Balance and increase in the Payee's Electronic Money Balance by the amount of the Electronic Money Transfer.

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

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

5.9. In the event if the Client files complaints to the Issuing Bank related to the use and/or the authenticity of the PIN-Code/password, the changes made to the Operation Order or to another document after it has been sent to the Issuing Bank, the receipt by the Issuing Bank of the Operation Order, the Client should enclose the sufficient evidence of the above facts in their complaint. If there is sufficient evidence, the Issuing Bank shall check the existence of these facts in its processing system and shall make a decision on the reasonability of the complaint.

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

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

## **6. Tariffs**

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

6.2. In the case if the E-wallet services are used through the Agent Network of the Issuing Bank, the Commission Fee of the Issuing Bank's Agent set by the Agent of the Issuing Bank shall also be charged from the Client. Prior to using the service through the Agent Network of the Issuing Bank, the Client shall independently determine the on a fee basis amount of the Commission Fee of the Agent of the Issuing Bank. The Client has a right to request information on the Agent's Commission Fee from the Agent, as well as providing complete and comprehensive information concerning the estimated amount of the Commission Fee of the Issuing Bank's Agent.

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

6.4. In the event if the Client carried out an erroneous Operation, the service is deemed provided and the Commission Fee is non-refundable.

6.5. The Issuing Bank is entitled to change (increase, decrease) the existing Tariffs in whole or in part on unilateral basis, to set new Tariffs or to cancel the existing Tariffs. At that, such changes come into effect on the date of publishing the mentioned changes on the Website of the Issuing Bank, unless otherwise stipulated by the Issuing Bank.

6.6. If the Client disagrees with the application of the new Tariffs, the Client has the right to terminate this Agreement on unilateral basis.

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

7.1. Rights of the Issuing Bank:

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

- When the Client provides incorrect information to the Bank
- if the balance is insufficient to conduct the Operation and pay the commission fee of the Issuing Bank stipulated by the Tariffs;
- if the Client made an error in payment and/or other details;
- if the Client failed to provide or provided an incomplete set of documents (details) necessary for the Issuing Bank to conduct the Operation;
- if the Client failed to provide the set of documents or provided an incomplete set of documents (details) necessary for recording information stipulated by the legislation on Anti-Money Laundering and Counter Terrorism Financing;
- if the Operation is contrary to the laws of the Kyrgyz Republic and the terms and conditions of this Agreement;
- in other cases stipulated in this Agreement, internal documents of the Issuing Bank and in the laws of the Kyrgyz Republic.

7.1.2. Suspend payment of the Commission Fees to the Agents and other legal entities/ individuals for the services rendered until the latter provides the information on the validity of the payment of the Commission Fee in connection with the operations carried out within the ELSOM system;

7.1.3. Refuse to register the Client, if the Client failed to complete or did not properly complete the registration procedure;

7.1.4. In the cases stipulated by this Agreement and/or by the legislation of the Kyrgyz Republic, as well as in the cases when, in the opinion of the Issuing Bank, there is a necessity to block the E-wallet, block all or a part of the operations carried out with the E-wallet. The E-wallet shall be blocked until the reasons for such blocking are eliminated;

7.1.5. Request the Client to provide additional information and documents on monetary operations, including confirmation of the source of funds on the E-wallet, the basis for the Operations, as well as information and documents providing an opportunity to establish the beneficiaries, in accordance with the legislation of the Kyrgyz Republic;

7.1.6. Make corrections in the records of the operations in the event of disruptions in the database of the Issuing Bank's, as well as take all the necessary actions to restore information about the operations carried out by the Client;

7.1.7. Unilaterally set and change (increase, decrease) the limits applicable to carrying out operations with the E-wallet. The information about such changes shall be posted on the Elsom Website. The changes come into effect when they are posted on the Elsom Website, unless otherwise is stipulated by the Issuing Bank;

7.1.8. Modify the interfaces and software used in the interaction of the Parties under this Agreement;

7.1.9. If any major failure, errors and disruptions are detected, as well for the purpose of providing preventive maintenance and prevent unauthorized access, suspend the operation of software and/or hardware ensuring the technical interaction of the Parties within this Agreement;

7.1.10. At any time, prohibit previously authorized automatic access to the E-wallet, as well as cease to accept any information generated automatically;

7.1.11. Require from the Client being an individual who uses a personalized E-wallet and is under age to provide a written consent of their legal representative in the form established by the Issuing Bank for the Client to use the Wallet provided by the Issuing Bank and to transfer electronic money. Such written consent shall be personally submitted by the Client's legal representative to any of the Issuing Bank's offices (Agents), providing the identity document and the original document confirming the status of the legal representative in relation to the Client;

7.1.12. Provide information on whether the Client has the status of identified or non-identified user, the status of Resident /Non-Resident of the Kyrgyz Republic to other Clients;

7.1.13. For the purpose of fulfillment of the Agreement and ensuring the security of the Operations, to collect, to store, to process using any method the data on the configuration and other characteristics of the software and hardware used by the Client to access the E-wallet, as well as any other data that are automatically transferred by the Issuing Bank in the course of its interaction with the Client's software and hardware, and, if necessary, to transfer the data to the third parties;

7.1.14. For the purpose of fulfillment of the Agreement, in any way process any personal data of the Client provided by the Client personally or through the intermediary of the third parties in the course of executing the Agreement or during the period of its validity;

7.1.15. Not to accept the Client's complaint on an operation for consideration, if it's submitted later than 10 (ten) calendar days after the date when the operation was carried out.

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

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

7.1.18. If no financial operations have been carried out with the E-wallet for one calendar year, and there are no funds on the e-wallet balance, the Issuing Bank reserves the right to close the relevant e-wallet on unilateral basis. If there is some available balance on the Client's e-wallet, then the Issuing Bank has the right to make the following transfers, notifying the client by sending a letter to the client's address or by sending an electronic message to the client's e-mail address or by sending a text message to the client's phone number 30 (thirty) calendar days before closing the e-wallet:

- To transfer the funds to the legal entities, sole proprietorships by transferring the money onto their settlement accounts/ e-wallets in the Issuing Bank or another bank, previously indicated by the legal entity/ the sole proprietorship in the client's application;

- To transfer the funds to individuals (identified and non-identified e-wallet users) by transferring the money to a special account in the Issuing Bank specified in the client's application.

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

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

8.2. Change their personal details in accordance with the paragraph 11.6. of this Agreement;

8.3. Submit complaints to the Issuing Bank and send other messages in the manner and in the cases stipulated in this Agreement;

8.4. Send a complaint concerning the disputed Operation to the Issuing Bank of the System within 10 calendar days starting from the date of the Operation. The complaint shall be filed in writing and in the form established by the Issuing Bank of the System.

8.5. Unilaterally refuse to perform this Agreement if the Client has no debts to the Issuing Bank.

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

9.1. Notify the Client about making changes to this Agreement (including the Tariffs and/or the terms and conditions of providing additional services) by posting such a notification on the Elsom Website, or by sending a notification to the Client in any other way, at the discretion of the Issuing Bank;

9.2. Take steps to prevent other persons' unauthorized access to the information about the Client's E-wallet and the operations carried out with the E-wallet;

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

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

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

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

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

10.2. If a personalized E-wallet is used, provide the Issuing Bank with reliable identification details;

10.3. Not to keep their login, password, PIN-code and other authorization details on the access devices (personal computer, mobile phone, etc.) or other insecure media;

10.4. Not to report, not to disclose, or otherwise transfer to other persons their login, password, PIN-Code and other authorization details, not to place them in accessible locations;

10.4. Be personally responsible for unauthorized transactions in the event if the access details to the user account or mobile application are disclosed to third parties;

- 10.5. Periodically change the PIN-code and the password, not to use passwords with a low security level, such as names or dates of birth. The password should contain a combination of at least 8 characters: letters (upper and lower case), special characters and digits;
- 10.6. Not to disclose personal information (mobile phone number, E-wallet number, passport details, bank account number or email address) to the third parties;
- 10.7. Regularly check the history of operations and the balance on the E-wallet to track errors or unauthorized operations with the E-wallet;
- 10.8. Immediately inform the Issuing Bank about any unauthorized use of the E-wallet and carrying out unauthorized operations by the third parties;
- 10.9. Prior to carrying out any Operations on the user account (using a personal computer or mobile phone), make sure that the genuine web page of the personal account of the user is used;
- 10.10. Make sure that the web page is secure by checking the secure connection icon in the form of a closed lock in the lower right corner or in the address bar of the Internet browser;
- 10.11. Always enter the URL (Uniform Resource Locator) of the web page directly in the web browser. Avoid redirecting or links to other untrusted pages;
- 10.12. Protect their access device (personal computer, mobile phone, tablet etc.) from unauthorized access and malware, at that regularly update the antiviral software and monitor its ongoing operating;
- 10.13. Exit [log out] from the personal account of the user after carrying out electronic Operations, even if the access device is left unattended for a short period of time;
- 10.14. Not to allow others to use the Client's mobile phone, which is used to make payments using the E-wallet;
- 10.15. If the mobile phone with the E-wallet is lost or stolen, immediately inform the Issuing Bank;
- 10.16. Not to carry out any operations related to business activities without reconciliation with the Issuing Bank and without executing relevant additional agreements;
- 10.17. Provide the Issuing Bank with the reliable and up-to-date data;
- 10.18. If personal data, details and the information in the documents presented for Identification, the data for sending notifications have been changed, inform the Issuing Bank in a timely manner;
- 10.19. Provide the Issuing Bank with the information and the documents required by the Issuing Bank as part of this Agreement performance;
- 10.20. Upon the request of the Issuing Bank, provide the information, as well as documents confirming the source of funds on the E-wallet, the ground of the operation to the Issuing Bank with;
- 10.21. Fulfill other obligations stipulated by this Agreement.

## **11. The order of interaction of the Parties**

11.1. The Elsom Website is the official source of information and the main reporting facility to notify the Client about the changes in the terms and conditions of the Agreement, Tariffs and Services. The Client hereby acknowledges that all the requirements posted on the Elsom Website are subject to strict compliance and shall be fulfilled to the fullest extent.

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

- by posting the information on the web-site;
- by sending text messages;
- by phone calls to the number indicated by the Client;
- by sending a letter to the address indicated by the Client;
- by sending an e-mail message to the Client's e-mail address;

The client shall be responsible for providing the updated contact details. Committing any of the actions mentioned above is deemed a proper notification to the Client, and the Issuing Bank shall not be responsible for receiving or not receiving the sent notification by the Client.

11.3. The Client guarantees that all the Operations conducted with the e-wallet are carried out based on the Client's personal instruction.

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

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

11.6. In the event of client registration using the methods specified in the paragraphs 4.2. and 4.3., the client becomes identified or a remotely identified and may change his/her personal data by filing an official application and turning to the structural units of the Issuing Bank.

11.7. The Issuing Bank is not a Transaction Party in respect of the Transaction executed between the Clients and/or between the Clients and the Recipients, in this view:

11.7.1. It shall not be liable for non-compliance of the Transaction with the requirements of the law, for any consequences of executing the Transaction, its performance and termination, including in respect of refunding under such a Transaction;

11.7.2. The Client's complaints related to non-fulfillment (improper fulfillment) of the obligations under the Transaction by the Recipients shall not be considered.

## **12. Claim Settlement**

12.1. If the Clients have any claims (complaints) concerning the services provided, the clients shall address them to the Elsom Client Support Service. The complaints shall be registered and considered in accordance with the internal regulations and procedures of the Issuing Bank. The reasonability of the Client's complaint shall be established by the Issuing Bank based on the findings of internal investigation, which shall be carried out in connection with every complaint received from the Clients. In the event if the Issuing Bank does not receive the requested documents, information, details concerning the matter of the complaint within 3 (three) business days from the

date when the request was sent to the Client, it shall be deemed that the Client has renounced the claim.

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

12.3. If the findings of the internal investigation prove the reasonability of the claim, the Issuing Bank shall decide to satisfy the claim in full or in part. If the claim is satisfied in full, the Issuing Bank has a right to take relevant actions without sending a response to the claimant about the satisfaction of the claim. If the claim is satisfied in part, or claim satisfaction is denied, the Issuing Bank shall send a relevant notification to the Client using one of the methods provided for in clause 9.2. of the Agreement, at the discretion of the Issuing Bank.

### **13. Responsibility**

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

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

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

13.4. The Issuing Bank shall not be responsible to any third parties in respect of the Operations carried out with the Client's E-wallet. The Client is obliged to settle any possible claims of such third parties on a stand-alone basis.

13.5. The Issuing Bank shall not be responsible:

13.5.1. For Operations carried out by an error, if it has precisely fulfilled the Order received from the Client's E-wallet;

13.5.2. For failures in operation of e-mail, the Internet network and communication networks resulting from the reasons beyond the control of the Issuing Bank and resulting in late receiving or non-receiving notifications of the Issuing Bank by the Client;

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

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

13.5.5. If other persons become aware of the information about the operations with the E-wallet, about the Client's data as a result of the Client's violation of this Agreement or other non-compliance with the relevant data storage and usage conditions by the Client;

13.5.6. For the temporary lack of the Client's access to communication tools providing the use of the E-wallet and interaction with the Issuing Bank under this Agreement, as well as losses associated therewith;

- 13.5.7. For the losses incurred by the Client as a result of Blocking the E-wallet;
- 13.5.8. For the losses of the Client and/or third parties resulting from the inability to use the E-wallet, irrespective of the reasons of such inability;
- 13.5.9. For the losses resulting from incorrect filling up the Operation Orders by the Client;
- 13.5.10. For the losses resulting from indicating an incorrect E-wallet number when transferring the money and crediting the specified E-wallet with the funds the Issuing Bank, and after that the money was used by the Client whose E-wallet was credited with the funds;
- 13.5.11. For the losses resulting from a violation of the prescribed procedure of depositing the money committed by the Client;
- 13.5.12. For the losses resulting from depositing funds, the crediting of which is impossible due to the excess of the Electronic Money balance limit, the Client;
- 13.5.13. For the losses resulting from providing inaccurate, incorrect, erroneous details for sending notifications by the Client;
- 13.5.14. For the losses resulting from providing inaccurate identification details by the Client;
- 13.5.15. For the losses resulting from non-updating the data for sending notifications and/or identification details by the Client.
- 13.6. The Client shall be responsible for the following:
- 13.6.1. Any claims of third parties related to the use of the E-wallet;
- 13.6.2. Safety of the username, password and PIN-Code and their inaccessibility by the third parties;
- 13.6.3. Proper execution of the Operation Orders;
- 13.6.4. Providing reliable and up-to-date contact data, as well as for providing incomplete information and inaccurate data in the course of remote identification and verification;
- 13.6.5. Proper fulfillment of the requirements by the Issuing Bank;
- 13.6.6. The Client guarantees that he/she/it is not associated with any terrorist activities and has no connection with the persons whose actions are associated with the financing of terrorist activities or other criminal actions, and warrants and guarantees that it has not been engaged and will not be engaged in the acts directed to concealing or disguising the source of the proceeds of crime (“Money Laundering”), and otherwise agrees to bear responsibility in accordance with the legislation of the Kyrgyz Republic.
- 13.7. As to the issues not stipulated by this Agreement, the Parties are responsible for the proper performance of their duties in accordance with the legislation of the Kyrgyz Republic.

#### **14. Dispute Settlement Procedure**

- 14.1. The Client is entitled to contact the Issuing Bank for any questions arising in connection with the use of the System. To do so, the Client shall send a written request in the relevant form to the address of the Issuing Bank (93/2 Shopokov Street, Bishkek, Kyrgyz Republic, 720021. Phone: +996 (312) 440 440). In the cases established by this Agreement or on the System Website (<http://www.fincabank.kg>).
- 14.2. The Parties shall take all measures to resolve the disputes and/or controversies under the Agreement and/or in relation to it, through negotiations or by filing complaints.

14.3. If it is impossible to resolve disagreements through negotiations, the Parties hereby agree and acknowledge that any disputes arising or related to this Agreement, including disputes related to executing, violation, termination, cancellation or invalidity of this Agreement, shall be resolved in the courts of general jurisdiction of the Kyrgyz Republic.

## **15. The Procedure for Executing the Agreement**

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

15.2. By taking the following actions, the Client accepts the terms and the conditions of the Agreement:

- Filling up the registration forms on the Elsom Website, including passing the registration procedure;
- Familiarization with the terms and conditions of this Agreement and putting the mark of consent with them in the relevant field of the registration form.

15.3. The acceptance of the terms and conditions of this Agreement means that the Client accepts all the terms and conditions of this Agreement completely and unconditionally, without any exemptions and/or limitations and is equivalent to executing a written bilateral agreement.

15.4. The term of acceptance of the terms of the Agreement is not limited.

## **16. Agreement Period**

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

16.2. The Agreement period is unlimited.

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

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

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

17.3. The Issuing Bank has a right entitled to terminate this Agreement unilaterally, with prior notification to the Client in accordance with clause 9.2. of this Agreement at least 10 calendar days before the termination.

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

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

## **18. Other Provisions**

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

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

18.3. By accepting this Offer, the Client expresses his/her unconditional consent to processing his/her personal data by the Issuing Bank, including the data specified in the Offer and/or other documents submitted to the Issuing Bank, in accordance with the Law of the Kyrgyz Republic on Personal Information. This consent includes taking any action (carrying out any operation) or a set of actions (operations) with or without the use of automation tools with personal data, photography, video surveillance, including collecting, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, depersonalization, blocking, deletion, destruction, transfer (distribution, provision, access, cross-border transfer) of personal data, including transfer of the data to third parties - State authorities and partners of the Issuing Bank, including, in the case of non-performance and/or improper performance of obligations under the Offer by the Client. The Client shall provide the personal data by for the purpose of fulfillment of the terms and conditions of the Offer, receiving information about the Offer, receiving information about other products and services of the Issuing Bank, using any means of communication, including telecommunications and mailings. The Issuing Bank has a right to check the accuracy of the personal data provided by the Client, including using the public services and the services of his/her/its partners, and use the information about non-fulfilment and/or improper fulfilment of contractual obligations in the course of consideration of issues related to providing new agreements. This consent is given since the moment of accepting the Offer and is valid for five years after the contractual obligations are fulfilled. Upon expiry of the specified term, the consent shall be deemed to be prolonged for the next five years in the absence of any information about its withdrawal. The client shall send a written application about withdrawal of consent for processing of personal data (formalized in simple written form) to the legal address of the Issuing bank. The consent shall be considered withdrawn after 30 calendar days after the date of receiving the relevant written application by the Issuing Bank.

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

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

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

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

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

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

The CJSC FINCA Bank

Address: 93/2, Shopokov Street, Bishkek,  
720021, the Kyrgyz Republic

Phone: (+996 312) 440 440/ 4400

E-mail address: [finca@fincabank.kg](mailto:finca@fincabank.kg)