## Accession agreement to electronic banking services in JSC "Shinhan Bank Kazakhstan"

Present accession Agreement to electronic banking services in JSC "Shinhan Bank Kazakhstan" (hereinafter referred to as the Agreement) via the Internet Banking system is concluded between: JSC "Shinhan Bank Kazakhstan", hereinafter referred to as the "Bank", and the Bank Customer who has joined the Agreement in the manner and on the terms stipulated by the Agreement (collectively referred to as the "Parties") and rules for provision of electronic banking services in JSC "Shinhan Bank Kazakhstan" (hereinafter referred to as the "Rules") in order to determine the conditions for providing the Customer with electronic banking services in Internet Banking system.

The Customer by acceding to the Agreement, confirms that this Agreement has been read by him and irrevocably and fully agrees with its terms, acknowledges and accepts this Agreement in the manner set out in this Agreement.

## 1. Terms and definitions

- 1) **ABIS** is an automated banking information system;
- 2) **Authentication** confirmation of authenticity and proper execution of the Electronic Document by using the Security Procedure established by the Bank;
- 3) Bank JSC "Shinhan Bank Kazakhstan".
- 4) **Bank loan** funds provided by the Bank to the Customer in accordance with the bank loan agreement on the basis of urgency, interest payment and repayment, designated use and security;
- 5) **Verification** is a set of the Customer's actions aimed at confirming of his rights to receive Electronic banking services by entering the code from the Security Device (Token) in the Internet Banking system;
- 6) **Deposit** is money contributed by the Customer or third parties to the Customer's savings account opened in the Bank in accordance with the terms of the agreement;
- 7) **Statement of account** is a report on the Transactions carried out on the Customer's Account for a certain period of time, drawn up in electronic form;
- 8) **Dynamic identification of customer** is the procedure for personal identification of customer with the purpose of unambiguous confirmation of his rights to receive electronic banking services by using one-time code;
- 9) **Agreement** is an agreement on joining to Electronic Banking Services in JSC "Shinhan Bank Kazakhstan" through the Internet-Banking system placed on the Internet resource of the Bank <a href="www.shinhan.kz">www.shinhan.kz</a> and/or in the Internet Banking system, which is an integral part of these Rules;
- 10) **Individual Identification Number (IIN)** is a unique number that is formed for a physical person, including an individual entrepreneur who carries out activities in the form of personal entrepreneurship.
- 11) **Internet resource** www.shinhan.kz is an official information resource of the Bank in the Internet.
- 12) **Information and banking services** are Electronic banking services related to the provision by the Bank to the Customer of information on the balances and movements of money on its Account (s), on made payments and transfers of money and other information on providing and provided banking services, upon Customer's request, or under the Agreement concluded between the Bank and the Customer;
- 13) **User ID** is a unique set of symbols used by the Customer to connect to the Internet Banking system at passing the Authentication procedure;
- 14) **Communication channels** are the information transmission medium between the Customer and the Bank via e-mail (e-mail), postal service, Internet resource

- www.shinhan.kz, SMS-messages, telephones used in the manner and on terms determined by the Bank;
- 15) **Customer** is a physical/legal entity, resident or non-resident of the Republic of Kazakhstan, who has concluded a contract with the Bank;
- 16) **Mobile number** is the number of the mobile communication operator subscriber indicated by the Customer when connected to Electronic Banking Services, as well as registered in the Bank's database and used by the Customer to receive Electronic Banking Services;
- 17) **Security code** is a unique sequence of electronic digital symbols (code) generated by a special Internet Security Device (Token) issued to the Customer by the Bank in accordance with this Agreement and intended for one-time use when providing access to the Customer to Electronic Banking Services and for receiving by the Customer of Electronic Banking services. When the Customer re-accesses the electronic banking services, creation (generation) and use of a new one-time code are required;
- 18) **Communication operator** is a legal entity authorized under the legislation of the Republic of Kazakhstan to provide communication services that has concluded an agreement with the Customer for provision of communication services or another similar agreement within the framework of which the Customer was provided with a telephone number and/or access to the Internet network;
- 19) **Transaction** is any Transaction to be reflected in Accounts, depositing money into Accounts in cash or by non-cash way; chargeback; debiting of money by the Bank to pay off debts; debiting of charged payments, commissions and fees from the Accounts in accordance with the application, bank loan agreement; other transactions to be reflected on the Customer's Accounts;
- 20) **Transaction day** is a part of the working day designated for reception and servicing of Customers in the Bank and for performing of lending, settlement, acceptance and cash withdrawal transactions;
- 21) **Password** is a sequence of alphanumeric characters known only to the Customer, associated with the User ID assigned to the Customer, which allows uniquely to perform Customer Authentication in the Internet Banking system;
- 22) **Payment** is a set of Transactions and other actions necessary to execute the Order and complete the payment of the monetary obligation;
- 23) **Implicative actions** are the Customers actions expressing his will to establish legal relationship, but not in the form of oral or written expression of will, but by behavior/actions, according to which it is possible to draw a conclusion about such intention:
- 24) **Customer Service Department** is a subdivision of the Bank that accepts and processes Customer calls, informs about the Bank's products and services, and other functions determined by the Bank for the current servicing of the Customer;
- 25) **Instruction** is the Customer's order certified by the User's ID, Password and Token in the Internet Banking system transmitted to the Bank through the Communication Channels used while provision of Electronic Banking Services by the Bank, on the performance of Transactions on the Customer's Account;
- 26) **Security procedures** are a set of organizational measures and software/hardware information protection tools designed to identify the Customer when compiling, transmitting and receiving the Electronic documents in order to establish his right to receive Electronic Banking Services and to detect errors and/or changes in the content of transmitted and received Electronic documents;
- 27) **Registration** is a set of the Customer's actions, including Authentication/Verification, aimed at obtaining the Password, and its entering into the Internet Banking system;
- 28) **Internet network** is a worldwide system of interconnected computer networks for storage and transmission of information;

- 29) **Internet-banking system** is a software package (including software) of the Bank that allows to provide Electronic Banking services in accordance with the Agreement via the Internet through the Internet resource **kz.shinhanglobal.com**;
- 30) **Account** is a banking current and/or savings account of the Customer opened in the Bank:
- 31) **Tariffs of the Bank** are the rates of payments and commissions approved by the authorized body of the Bank for the Bank's services related to its activities, effective as of the date of payment for the Bank's services;
- 32) **Token** is a device for generating one-time passwords, which generates a one-time password as a function of time and a secret key of (time-based) token.
- 33) **Transaction-banking services** are the Electronic banking services related to the opening and closing by the Customer of the Account (s), making of payments and money transfers and performance of other types of Transactions not related to the Information and Banking Services;
- 34) **User Account** is the Customer's registration data in the Internet Banking system identifying the Customer for providing access to Electronic Banking Services;
- 35) **Electronic banking services** are services related to the receipt by the Customer of access to his Account (s) to obtain information on the amount of money on the Account (s), Transactions performed on the Account (s), making payments and Money transfers, opening or closing of the Account (s) and/or other types of Transactions provided by the Bank through telecommunications lines, satellite communications or other types of communication. Electronic banking services are subdivided into Information-Banking and Transaction-Banking Services;
- 36) **Electronic document** is an electronic document compiled by the sender (the Customer or the Bank) in the Internet Banking system and that does not contain any distortions and/or changes made to it after the compilation, intended for receiving Electronic Banking Services;
- 37) **Global Portal** is an electronic document management system used by the Bank

## 2. Conditions for conclusion of this Agreement

- **2.1.** This Agreement is an Accession Agreement.
- **2.2.** The Customer acquaints with the Agreement in the process of Registration. The Agreement is considered concluded upon signing by the Customer of an application for connection to the Internet Banking service
- **2.3.** The Customer's signature on the Application indicates that the Customer has received, read, understood and accepted the Agreement fully, without any remarks or objections, and has joined it fully in the part of the Bank's specified service.
- **2.4.** The Customer does not have the right to refer to the absence of his signature on the Agreement as proof that the Agreement was not received/read/understood/accepted by him, if the Bank has a copy of the Application signed by the Customer.
- **2.5.** This Agreement shall cancel and replace all previous agreements between the parties with respect to the subject of this Agreement. In the event of a conflict between the provisions of the Agreement and the provisions of the Appendixes, the provisions of the Agreement shall prevail.

## 3. Subject of the agreement

- 3.1. This Agreement determines the procedure and conditions for the provision by the Bank and the receipt by the Customer of Electronic Banking Services through the Internet Banking system, as well as other services stipulated in this Agreement.
- **3.2.** Through the Internet Banking System, the Customer is provided with the following Electronic banking services:

- 1) provision of information on the availability and numbers of the Customer's bank accounts opened with the Bank;
- 2) provision of information on available deposits and loans.
- 3) provision of information (extracts) on balances and cash flow on any Customer's bank account opened with the Bank (including deposit and loan accounts);
- 3) viewing the history of payments and transfers;
- 4) creating templates for making similar payments and transfers in future;
- 5) making payments and transfers of money from their bank accounts;
- 6) purchase and sale of foreign currency;

# 4. The procedure for provision and use of Electronic Banking Services through the Internet Banking System

- **4.1.** Provision of electronic banking services through the Internet-Banking system is possible after the Customer accession to the Agreement, posted on the Internet resource <a href="https://www.shinhan.kz">www.shinhan.kz</a> and/or in the Internet Banking system.
  - **4.2.** Tariffs of the bank can be found on the Bank's official website: www.shinhan.kz
- **4.3.** Electronic banking services and their provision can be changed and/or supplemented at the discretion of the Bank unilaterally at any time. Acceptance by the Customer of new additional Electronic banking services is carried out in the manner provided for in Clause 4 of these Rules.
- **4.4.** To receive Electronic banking services in the Internet Banking system, the Customer shall have:
  - Bank account/Credit/Deposit;
  - Access to the Internet Network;
  - Token
  - User ID and Password.
- **4.5.** Access to Electronic Banking Services in the Internet Banking system is provided through Registration as a user by filling out an application
  - **4.6.** The Bank provides the Token to the Customer immediately after signing the application
- **4.7.** User ID is indicated by the Customer in the application, Password is provided to the Customer by the Bank after submitting an application for accession to the Agreement.
- **4.8.** Temporary password issued by the Bank is required for the Customer's primary entry into the Internet Banking system, which must be changed to its own after the first login into the system.
- **4.9.** After receipt of Information Banking services, entering the code from the Security Device to confirm the Transactions is not required.
- **4.10.** Entering the Token code is a Customer Verification, after which the Internet Banking system performs a Dynamic Customer Identification to confirm its rights to receive Electronic Banking Services.
- **4.11.** Acquaintance of the Customer with the Agreement is carried out in Registration process. The Agreement is considered concluded upon signing by the Customer of an application for connection to the Internet Banking system.
- **4.12.** After the Customer is registered as a user of the Internet Banking System, the Customer shall change the temporary password in the Internet Banking system within seven days from the date of the Customer's registration with the Bank.
- **4.13.** At first entrance of the Customer as a user of the Internet Banking System, the Customer shall enter the User ID, Password, Token Serial Number in the corresponding electronic form. The User ID, Password indicated by the Customer will be used by the Customer for subsequent access to the Internet Banking system. Primary and subsequent login to the system is made by two main parameters: User ID, Password.

- **4.14.** User ID and Password changed at primary login are the User Account for the Customer's access to the Internet Banking system that are used for subsequent Authentication
- **4.15.** When the Bank provides electronic banking services, an acknowledgment of sending and/or receiving of messages on the basis of which the Customer is provided with electronic banking services is kept in bank. Confirmation of receipt of an electronic document will be considered the provision to the Customer of electronic banking services by the Bank.
- **4.16.** During one current session in the Internet Banking system, the Customer is entitled to receive an unlimited number of Electronic Banking Services during the Bank's working day. The time of one current session of the Bank is not limited, except when the access device (computer, mobile phone, smartphone, tablet, other devices) remains inactive for more than 10 (ten) minutes for individuals and 30 (thirty) minutes for legal entities after log-in. In this case, the current session in the Internet Banking system is interrupted and log-out is carried out automatically.
- **4.17.** Confirmation of sending and/or receipt of the electronic payment document is carried out in electronic form within the functioning of IS system by receiving notification of sending and/or receiving of an electronic payment document.
- **4.18.** In case of making transfers on behalf of the Customer from an account in one currency to the accounts of third parties or the Customer in another currency, the Bank, according to the Customer's request, makes a conversion at the current rate of the Bank, unless otherwise agreed by the parties. Such transactions are carried out in compliance with the requirements of currency legislation.

## 5. Rights and obligations of the Bank and the Customer in the Internet Banking System

### **5.1.** The Bank undertakes:

- provide electronic banking services on terms and conditions stipulated by the Agreement and Rules;
- execute the Orders, if they comply with the terms of the Agreement, the Rules and requirements of the legislation of the Republic of Kazakhstan;
- suspend (resume) provision of electronic banking services to the Customer within the period specified in his respective written application submitted to the Bank;
- send information requested by the Customer to Email;
- notify of the claim to the Account (payment request-instruction or collection order) of third parties about recovery of the Customer's debt to them;
- cooperate with law enforcement authorities in case of pretrial investigation of criminal cases initiated on the fact of unauthorized Transactions on the Account in the Internet Banking system;
- keep bank secrecy when providing electronic banking services.

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

- refuse to provide electronic banking services if the Customer has not provided documents confirming the information necessary for Authentication, or they contain inaccurate information:
- request from the Customer additional information and (or) documents for the performance of the Transaction in order to verify its compliance with the legislation of the Republic of Kazakhstan. The transaction is not carried out in the Internet Banking system until the Customer submits additional information and (or) documents to the Bank;
- during the Transaction Day, send on its own initiative and at its own expense, information on the Bank's banking services to the Customer's e-mail;

- refuse to carry out the Transactions in case the Customer has incorrectly indicated the Token code;
- deny the delivery of Transactional banking services on the grounds provided for by the Agreement;
- make changes to the interface and technical settings in the Internet Banking system;
- suspend or terminate the provision of Electronic Banking Services on the grounds provided for in clause 7.1 of this Agreement;
- introduce permanent or temporary restrictions to the use of the Communication Channels by the Customer for the purpose of accessing the Internet Banking system, including limiting the list of types of Electronic Banking Services, which Registration and Transactions are possible only through a certain Communication Channel;
- temporarily suspend or restrict access to Electronic Banking Services via one or several access channels to the Internet Banking system, if the Bank has reason to consider that there is attempt of unauthorized access to the Internet Banking system on these channels and performing of transactions on behalf of the Customer by third parties without his consent. The Bank within the Transaction Day shall send the appropriate notice to the Customer to email indicating the grounds. When the Customer confirms that an attempt has been made to access the Internet Banking System by the Customer himself, the access restriction is immediately removed;
- refuse to perform Transactions on the Account in case of unsuccessful Authentication or Dynamic Identification of the Customer;
- refuse to perform the Transactions in the Internet Banking system in presence of unfulfilled requirements to the Account (payment request-receipt or collection order) presented by third parties. In this case, the Customer is allowed only to replenish the Account in the Internet Banking system for fulfillment of the specified requirements;
- suspend conduction of the Customer's Transactions in accordance with the current legislation of the Republic of Kazakhstan.
- in accordance with the legislation of the Republic of Kazakhstan on combating the legitimization (laundering) of incomes received by illegal means and financing of terrorism, refuse to execute the Customer's order to perform the transaction in the event that the Customer fails to provide documents and information required by the Bank to execute the order

## **5.3.** The Customer undertakes to:

- pay for Electronic Banking services in the amount established by the Bank's tariffs in the procedure provided for in the Agreement;
- in case of changing the data, submit to the Bank an application for changing the Customer's data in the form established by the Bank's internal documents specifying new details;
- submit documents and information to the Bank in case of change of identification data.
- ensure the safety of information about the User ID, Password;
- in order to prevent unauthorized access by third parties to the Internet Banking system, change the Password within the established timeframe or, if necessary, at the discretion of the Customer;
- bear responsibility for the confidentiality of information transmitted at receiving of Electronic Banking Services;
- in case of loss, theft and other cases of loss of Token, the Customer shall register Token's loss in the Internet Banking system and/or immediately contact the Bank with an application to replace the Token in the form established by the Bank's internal documents;

• not to file claims to the Bank for Transactions in the Internet Banking system committed by third parties by consent of the Customer or without, as a result of disclosure by the Customer of information about the User ID, Password.

#### **5.4.** The Customer undertakes to:

- use electronic banking services in accordance with the procedure stipulated in the Agreement and Rules (Appendix 1 to the Agreement);
- receive in the Bank an acknowledgment in hard copies on Transactions performed on the basis of Orders:
- declare by telephone or e-mail about suspension of provision of Electronic Banking Services (account blocking). Renewal of the provision of electronic banking services is carried out on the basis of written application of the Customer presented directly to the Bank;
- Change the Password in the Internet-Banking system at own discretion;
- receive advice from the Bank on the issues of obtaining Electronic Banking Services;
- By any means, inform the Bank of the identification (suspicion) of unauthorized access to the Account in the Internet Banking system.

# **6.** Responsibility of the Parties

- **6.1.** The Bank is responsible for the safety of the Customer's money in accordance with the legislation of the Republic of Kazakhstan, received as a result of the implementation of Transactions/Payments on Accounts. Return of erroneously transferred funds is carried out in the order provided by the current legislation. At the same time, the Bank's liability to the Customer for non-fulfillment and/or improper performance of its obligations under this Agreement is limited by the amount of actual damage incurred as a result of the use of Electronic Banking Services, provided that such damage is directly caused by the Bank's willful misconduct.
- **6.2.** The Bank is responsible for non-disclosure of information received from the Customer while providing electronic banking services within and on the terms of this Agreement and/or other banking services agreements. At the same time, the Bank's liability to the Customer for non-fulfillment and/or improper performance of its obligations under this clause is limited by the amount of actual damage incurred by the Customer as a result of improper use by the Bank of information provided by the Customer to the Bank while using of Electronic Banking Services by the Customer and provided that such damage is directly caused by the Bank's willful misconduct.
- **6.3.** The Customer is responsible for the accuracy and completeness of the Orders and for their compliance with the Customer's actual intentions.
- **6.4.** Payment of a penalty and compensation of losses and expenses in case of violation by the Parties of any of the obligations under the Agreement do not exempt from the obligation to properly fulfill the corresponding obligations under the Agreement.
- **6.5.** The Customer is responsible for all Transactions conducted in the Internet Banking system, using the means of its identification and Authentication provided by the Agreement.

## **6.6.** The Bank is not liable for:

- 1) for errors, delays or inability of the Customer to get access to the Internet Banking system related to the malfunction of equipment of the Customer's and/or other third parties;
- 2) for damage to the Customer's equipment or information stored in the Customer's equipment, for security of the Customer's software and personal computer from various viruses and other damages
- 3) for failure to execute Orders relating to his Accounts, if they were seized or the Transactions on them were suspended by the Customer and/or authorized bodies in the manner prescribed by the current legislation of the Republic of Kazakhstan.
- 4) The Bank shall not be liable for errors made by the Customer while processing documents and indicating incorrect details while using Electronic Banking Services in the Internet Banking System.

- 5) The Bank shall not be liable for the failure or delay in effecting Payments arising as a result of a power outage, damage to communication lines, as well as errors, misinterpretation, etc. arising from unclear, incomplete or inaccurate instructions of the Customer, non-performance or delays in effecting Payments by third parties, as a result of the Customer's violation of the terms of the Agreement and the requirements of regulatory legal acts of the Republic of Kazakhstan, and for other reasons beyond the control of the Bank. The Bank shall not be liable for any failures in the operation of the Internet, mail, or communication networks arising for reasons beyond the Bank's control and resulting in late receipt or non-receipt by the Customer of Bank notifications and Account statements on the Customer's account. The bank will be exempted from property liability in the event of technical malfunctions (disconnection/damage to power supply and communication networks, software malfunctions of the Bank's database, technical malfunctions in payment systems), which resulted in the Bank failing to comply with the terms of the Agreement.
- 6) The Bank shall not be liable in the event that information about Accounts, Password, User ID, Token password or transactions/Payments made by the Customer becomes known to other persons as a result of listening or intercepting of Communication Channels during their use.
- 7) Neither Party shall be liable to the other Party in the event of force majeure, including for any damage or loss caused by any damage or failure of communication systems or equipment, or for interruptions in the provision of Electronic Banking Services caused by natural disasters, distresses, civil disorders or other causes beyond the control of the Parties. If any of such circumstances directly affect the performance of obligations within the time period established in the Contract, this period shall be extended for the duration of the relevant circumstance. Evidence of force majeure will be a written certificate of the authorized body of the Republic of Kazakhstan, confirming the occurrence of force majeure.
- **6.7.** The effect of this Agreement is exclusively related to the maintenance of the Customer's Accounts with the Bank. If the Customer closes its Accounts with the Bank or the Bank closes the Accounts in accordance with the terms of the relevant agreements, this Agreement becomes invalid. At the same time, the Customer's unfulfilled obligations to the Bank under this Agreement continue to be effective until the Customer's full performance.
- **6.8.** In case of breach of the terms of the Agreement, the Bank has the right to apply one of the following measures:
  - 1) suspend and (or) terminate the provision of Electronic Banking Services;
  - 2) block access to the Internet Banking System;
  - 3) terminate the Agreement unilaterally.

# 7. Limitations on the provision of electronic banking services in the Internet Banking System

- **7.1.** Provision of Electronic banking services of the Internet Banking system is suspended or terminated in the following cases:
  - 1) technical works on the Internet resource **kz.shinhanglobal.com**. The Bank shall inform the period of such works not less than 30 (thirty) minutes prior to the suspension of works by posting messages about it in the Internet Banking system;
  - 2) violation by the Customer of the procedure and conditions for provision of Electronic Banking Services as provided for in the Agreement;
  - 3) availability of the Customer's application for deactivation of the Bank's Electronic Banking Services;
  - 4) amendment of the terms of the Agreement concluded with the Customer, according to which provision of Electronic Banking Services is terminated or suspended.
  - 5) If the Customer has not used the Internet Banking system for a long time (more than 1 year).

- 6) If the customer has not changed the temporary password within 7 days from the date of submission of the application for registration
- **7.2.** The Bank has the right to unilaterally terminate/suspend the provision of Electronic Banking Services, in this case the Bank posts a notification about this on the Internet resource <a href="https://www.shinhan.kz">www.shinhan.kz</a> and/or in the Internet Banking system at least 30 (thirty) minutes prior to their suspension/termination.
- **7.3.** Renewal of electronic banking services is carried out though notifying by the Bank on the Internet resource <a href="https://www.shinhan.kz">www.shinhan.kz</a> or providing access to the Internet Banking system.

### 8. Security procedures

- **8.1.** Security procedures allow to Authenticate the Customer and his right to receive Electronic banking services, to detect the presence of distortions and/or changes in the content of Electronic Documents on the basis of which the Customer is provided with Electronic Banking Services, to provide protection against unauthorized access to information constituting bank secrecy and to ensure integrity of this information.
- **8.2.** Security procedures applied in the provision of electronic banking services are provided for by the Rules posted on the Internet resource <a href="https://www.shinhan.kz">www.shinhan.kz</a>.

## 9. Duration of the Agreement

- **9.1.** The Agreement is valid for an indefinite period of time and can be terminated by either of the Parties in the manner prescribed by the legislation of the Republic of Kazakhstan and the Agreement.
- **9.2.** In the event of the Customer's refusal of banking services in the Internet Banking system, deactivation of Electronic Banking Services shall be carried out at the time of submission of the relevant Customer application directly to the Bank. In this case, all financial and other obligations of the Parties shall be completely fulfilled.

## 10. Settlement of disputes

- **10.1.** In the event of conflict situations, the Parties shall implement the following actions:
- 1) The Customer sends the appeal in writing or leaves an electronic appeal on the Internet resource **kz.shinhanglobal.com**, applies to the Customer Service Department to +7 727 356 96 00, or 2468 from the mobile phone on working days from 09.00 to 18.00 on the time of Astana by indicating the address, telephone number, content of the claim and other information;
- 2) The Bank considers the Customer's application within the time limits established by the current legislation of the Republic of Kazakhstan on the procedure for considering applications from citizens;
- 3) The Bank shall provide the Customer with the reply in accordance with the procedure established by the legislation of the Republic of Kazakhstan in writing or to the telephone number specified in the appeal addressed to the Bank.
- **10.2.** All disputes and disagreements that may arise between the Bank and the Customer will be resolved through negotiations. If it is impossible to settle disputes by negotiations, disputes are submitted to the court for consideration in accordance with the legislation of the Republic of Kazakhstan at the location of the Bank.

#### 11. Contacts of the Bank

11.1 Contacts of the Bank for obtaining information and applying to the bank on issues related to the provision of electronic banking services:

Tel: +7-727-356-96-00 Fax: +7-727-356-9585 Address: 050010, Republic of Kazakhstan, Almaty, Dostyk Ave. 38

Internet-Banking: https://kz.shinhanglobal.com/

Website: <a href="http://www.shinhan.kz/">http://www.shinhan.kz/</a> Mobile application: S-Bank Global

#### 12. Final Provisions

- **12.1.** All notifications and (or) messages sent by the Parties to each other under the Agreement, except the cases expressly provided for in the Agreement shall be valid and deemed to be delivered if they are made in writing, signed by authorized representatives of the Parties and sent by registered mail or courier service, or messengered over to the addresses indicated in the agreement by the Parties with a note on their receipt.
- **12.2.** All other relationships not regulated by the Agreement are defined by separate agreements and (or) additional agreements between the Parties.
- **12.3.** The terms and conditions of the Agreement shall apply to the relations between the Bank and the Customer, governed by the previously concluded agreements between the Bank and the Customer, as an additional agreement.
- **12.4.** Public offer rules established by the civil legislation of the Republic of Kazakhstan are applied to the procedure for concluding the Agreement.
- **12.5.** Entering information while log-in to the Internet Banking system is an Acceptance and the Agreement is considered concluded after the Customer enters the requested information.
- **12.6.** Present Agreement is made in the state and Russian languages. In case of discrepancies in the texts of the Agreement, the Parties agreed to follow the text in Russian.