On the use of the Electronic Money System "RUNPAY KG"
(Public offer to conclude a contract)

1. General Provisions

1.1. This Public Agreement is a public offer to conclude a contract (hereinafter referred to as the Agreement) in accordance with paragraph 2 of Article 398 of the Civil Code of the Kyrgyz Republic is a public offer (offer) of the Operator of the Electronic Money System "RUNPAY KG" – LLC "Smart Systems" to the Users, containing the essential terms of the service agreement, namely making settlements using the Electronic Money System RUNPAY KG (hereinafter referred to as **the EMS).**

1.2. This Agreement is an official offer of Smart Systems LLC, acting on behalf of the Electronic Money Issuer, to any individual who has full legal capacity and the necessary authority to conclude an Agreement on the use of EMS on the terms and conditions specified in this Agreement.

2. Terms and Definitions

2.1. **Authorization** shall mean the Operator's permission for the User to conduct electronic money transactions using electronic money in the System, including providing access to the electronic wallet of the Electronic Money User;

2.2. **Authentication** is the process of confirming that the individual who claims to be acts on behalf of the User, with the possibility of further granting authority to use the EMS.

2.3. **Blocking of an electronic wallet** - a complete or temporary ban on the use of electronic money stored in the electronic wallet of the Electronic Money User;

2.4. **User** is an individual or legal entity who has entered into an Agreement with the Operator and has the right to perform transactions using **the EMS.**

2.5. **History/Transaction Log** – a section in the electronic wallet of the Electronic Money User, containing a chronological record of payments and other transactions made by the Electronic Money User in the Electronic Money System;

2.6. **Identification** is a procedure for establishing identification data about the client and (or) beneficial owner

2.7. **Personal Account of the Electronic Money User (Personal Account)** – the functionality of the electronic wallet of the Electronic Money User, the personal section of the Electronic Money User in the Electronic Money System, through which the Electronic Money User has access to his electronic wallet to obtain the necessary information about the balance of electronic money, transactions carried out on it, making payments and other operations using electronic money in the manner prescribed by the internal rules of the electronic money system and agreements concluded between the operator of the electronic money system (hereinafter referred to as the operator) or the issuer and the User of electronic money. The list of services provided through the personal account of the Electronic Money User is established by the operator;

2.8. **Password** – a unique sequence of symbols known only to the Electronic Money User, intended for access to the services of the System;

2.9. **Payment is the** transfer of funds through the provision of services by the Operator for the reception, processing and issuance of financial information (processing, clearing) and further non-cash settlements through the payment system of the Kyrgyz Republic, made by the User in favor of the Supplier in order to fulfill the obligation to pay for services, works, goods (including making an advance payment).

2.10. **System Website** - a website located on the Internet at the address: http://runpay.kg/ through which access to the EDMS is provided;

2.11. **Electronic Money System EDMS / System / –** a set of software and hardware, documentation and organizational and technical measures that ensure the implementation of payments and other operations with electronic money;

2.12. **Electronic wallet** – an electronic electronic money wallet (hereinafter referred to as an electronic wallet) – a method of accounting and storage of electronic money, ensuring its management;

2.13. **Electronic money/ED** is unconditional and irrevocable monetary obligations of the Issuer(s) stored in electronic form and accepted as a means of payment in the EDMS by other System Participants. Electronic money is denominated in the national currency of the Kyrgyz Republic – som;

2.14. **Issuer/Bank** – second-tier bank(s) that issue and redeem electronic money in the electronic money system in accordance with the requirements of the regulatory legal acts of the National Bank of the Kyrgyz Republic, information about which is posted on the website of the System.

3. Subject of the Agreement

3.1. This Agreement defines and establishes the conditions and procedure for the use of EDMS;

3.2. Registration procedure:

3.2.1. To register in the e-wallet, an individual must:

- Download the application Runpay.kg in the Play Market or AppStore, or through the website;

- Enter your phone number;

- Enter the SMS code sent by the EDMS;

- Come up with a password and enter;

- Next, you need to read and accept the terms of use of the E-wallet (Offer).

3.3. In order to avoid fraud, it is necessary to keep your PIN code in strict secrecy and when conducting transactions, enter it, making sure that the phone screen is not accessible to anyone except you.

3.4. After completing the registration procedure, the User can deposit funds to replenish the balance of the e-wallet through acceptable channels (payment terminals, cash desks of the Bank, etc.),

3.5. The User expresses his unconditional consent and gives permission to the Operator to receive, store and process his personal data for the provision of services, as well as for the purpose of fulfilling the requirements of regulatory enactments on combating money laundering and money laundering.

3.6. After registration, the Operator provides the User with the following services:

- purchase of electronic money, transfer of electronic money from one registered electronic wallet to another;
- redemption of electronic money by transfer to a bank account;
- non-cash transfers;
- payment for goods, works, services sold by Suppliers;
- viewing the balance of the e-wallet;
- changing the interface language;
- password change;
- Checking the transaction log.

4. Rights and obligations of the Parties to the Agreement

User Rights:

4.1. Use the System to deposit electronic money to the balance of the electronic wallet by any of the methods available in the System, make payments for civil law transactions;

4.2. Receive information about the balance of the User's e-wallet, the User's actions in relation to the wallet balance, transaction history, and other information that is important for the use of the EMS;

4.3. Provide up-to-date/complete/valid data during registration and during the period of use of the EDMS;

4.4. Notify you of changes in personal data in a timely and immediate manner;

4.5. Receive technical and information support.

Obligations of the User:

4.6. Provide the Operator with reliable data when registering in the System and passing the identification procedure. Claims, due to the circumstances resulting from the provision of inaccurate information by the User, are not considered;

4.7. Not to attempt to make changes to the software of the System in whole or in part, independently or through the involvement of third parties;

4.8. Immediately notify the System Operator of the detection of a transaction carried out without the consent of the User, unauthorized access to the User's personal data;

4.9. The User undertakes not to use the EMS Electronic Money System for the purpose of carrying out business activities, and does not contribute to such use by third parties;

4.10. Do not make illegal transfers and fraudulent actions.

4.11. The User is obliged to consent to the processing in any way for the purpose of fulfilling this Agreement of any personal data provided by the User personally or through third parties at the conclusion or during the validity period of this Agreement.

Rights of the EDMS Operator:

4.12. Modify the software and deny access to the System using outdated software;

4.13. In case of detection of malfunctions, errors and failures in the operation of software and/or hardware involved in ensuring the functioning of the System, as well as for preventive purposes and in order to prevent unauthorized access to the System
– suspend the operation of software and hardware;

4.14. Regardless of the status of the User, request identity documents in cases expressly provided for by this Agreement.
Refuse to carry out transactions in the following cases:

4.15. Attempts to make a transfer in an amount exceeding the balance of the Electronic Money that makes up the balance of the User's electronic wallet;

4.16. Attempts to carry out a transaction for an amount exceeding the limit established by law or the Operator for one-time transactions, depending on the established restrictions;

4.17. Inability to maintain communication with the services for reasons beyond the control of the Operator;

4.18. Negative result of the User's Authentication and identification procedure;

4.19. The User commits actions that violate the legislation of the Kyrgyz Republic;

4.20. Violation of other terms of the Agreement by the User.

Responsibilities of the EDMS Operator:

4.21. Ensure round-the-clock uninterrupted operation of the System. Ensure the operation of the technical and information support service for Users;

4.22. In case of detection of failures, malfunctions, errors in the operation of software and/or hardware, immediately take the necessary measures to eliminate the problem;

4.23. In case of unauthorized access to the System, suspend transactions until the threat of interference of third parties in the process of moving Electronic Money through the wallets of the System participants is eliminated;

4.24. In case of suspension of the System as part of scheduled preventive maintenance, notify Users in advance of the time and duration of the work performed;

4.25. Register the User in accordance with the procedure established by the Agreement and provide the User with access to the services of the System to the appropriate extent, taking into account the restrictions determined by the Operator, in cases where the User complies with the established registration procedure and the requirements of this Agreement;

4.26. To credit to the balance of the User's e-wallet electronic money deposited in accordance with the System Rules and the Agreement;

4.27. Store information about the balance of the User's electronic wallet, any changes in the balance and other information in accordance with the legislation of the Kyrgyz Republic;

4.28. Block the User's e-wallet in the cases provided for by this Agreement;

5. Protection of personal data

5.1. By agreeing (accepting) the terms of this Agreement, the User agrees to the collection and processing, storage and transfer of his personal data by the Operator and the Issuer. By these actions, the User gives his/her consent, including to any actions (operations) performed with or without the use of automation tools with the Buyer's personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data in accordance with the Law of the Kyrgyz Republic of the Republic "On Personal Information" (hereinafter referred to as the "Law").

5.2. Personal data is collected for the purpose of concluding agreements with the Operator and the Issuer, performing the concluded agreements, as well as for the purpose of complying with the requirements of the legislation on combating money laundering and terrorist financing.

5.3. This consent to the collection and processing of personal data applies to any cases of use of personal data by the Operator, including when processing calls from Users received on the phone number of the Technical Support Service.

5.4. The Operator ensures the protection of the User's personal data in the following ways:

- prevention of unauthorized access to the User's personal data;

- timely detection of unauthorized access to the User's personal data, if such unauthorized access could not be prevented;

- minimizing the adverse consequences of unauthorized access to the User's personal data.

6. Liability of the Parties

6.1. The User is fully responsible for the correctness of the details necessary to make the Payment (the number of the User's agreement with the Supplier, the name of the Supplier's service/product paid for by the User, the period of the Supplier's service for which the payment is made, the number of the User's personal account, the amount of the Payment, etc.).

6.2. The Operator shall not be liable to the User for delays and interruptions in the operation of technical platforms or communication networks, the occurrence of which is not the fault of the Operator.

6.3. The Operator shall not be liable for damages of any kind incurred by the User due to the provision of access to third parties and/or disclosure by the User of his/her authorization information, the content of SMS with authentication data, access code, password and personal data.

6.4. The Operator shall not be liable for:
- for erroneously performed operations, if the order received from the User has been executed exactly;
- in case of technical failures (disconnection/damage of power supply and communication networks, software failures of the processing center and technical failures in payment systems), which resulted in the Operator's failure to comply with the terms of the Agreement;
- for losses incurred by the User as a result of blocking the e-wallet;
- for losses incurred as a result of the User's incorrect completion of transaction orders;
- for losses incurred as a result of specifying an incorrect e-wallet number when depositing funds and crediting funds by the Operator to the specified e-wallet, after which they were used by the User to whose e-wallet the funds were credited;
- for losses incurred as a result of the User's violation of the established procedure for depositing funds;
- for losses incurred as a result of the User's deposit of funds, the crediting of which is impossible due to exceeding the limits of the electronic money balance;
- for losses resulting from the provision of false identification data by the User;

6.5. The Operator shall be responsible for the proper and timely execution of the User's duly executed orders to carry out Transactions.

6.6. The Operator is responsible for the safety of the confidential information provided by the User, which includes any information regarding the User's personalized data, data on transactions performed, and any other information classified by the legislation of the Kyrgyz Republic as confidential information.