**Form of Agreement on Information and Technology Cooperation in**

**Transfers Made via the Internet**

Agreement on Information and Technology Cooperation in Transfers Made via the Internet

**JSCB "Kapitalbank" (100047, Tashkent, Yunusabad district, Sayilgokh Street, 7, TIN: 203591761, License No.: 69, dated 07.04.2001), hereinafter referred to as the “Bank”, represented by LLC “Paygine Tech” (Tashkent, Mirabad district, Afrosiyob Street, 14, TIN: 309501041), acting through its General Director Rustam Samadovich Karimov, hereinafter referred to as the “Processor”**, proposes to send offers to enter into the agreement on information and technology cooperation in transfers made via the Internet (hereinafter referred to as the Agreement), on the terms set forth below, as determined by the Agreement and the Questionnaire.

# Definitions used in the Agreement:

**Questionnaire** shall mean a questionnaire in the form given in Appendix No. 1 to the Agreement, to be filled in by the Partner.

**Payment Card/Card** shall mean a non-cash payment instrument, which is an electronic means of payment, designed for the Cardholder to perform transactions with funds held by the Issuer in accordance with the agreement executed between the Issuer and the Cardholder.

**Cardholder/Buyer** shall mean an individual, including an individual authorized by a legal entity, who uses the Card to perform transactions with funds held by the Issuer in accordance with the legislation of the Republic of Uzbekistan and the agreement with the Issuer.

**Partner (Client)** shall mean a legal entity that has entered into the Agreement with the PO, on behalf of which the Processor acts, and that intends to accept the Cards for payment via the Internet for the goods provided, the work performed, and the services rendered.

**Store** shall mean the Partner’s software product having a unique web address on the Internet, providing information about the Goods sold by the Partner and price thereof via the Internet, as well as ensuring the ability to receive orders from Buyers for the purchase of such Goods.

**Payment Systems (PS)** international payment systems VISA International, Mastercard.

**Fraudulent Transaction** shall mean a transaction performed in violation of laws of the Republic of Uzbekistan and/or the PS Rules and/or the Agreement.

**Invalid Transaction** shall mean a Transaction recognized as invalid in accordance with the PS rules or the legislation of the Republic of Uzbekistan, inter alia, on the following grounds:

* The transaction was performed using the details of a Card other than a PS Card;
* Payment transaction was performed in violation of the procedure set forth herein;
* The service was provided in violation of the legislation of the Republic of Uzbekistan;
* The Payment Transaction was performed using the details of the Card, for which the issuing PO and/or the PS prohibit the Transactions;
* Unlawful acts by the Partner’s employees were established under the Payment Transaction;
* The Authorization Request for the Payment Transaction was executed in violation of the Agreement;
* The cost of the Services paid by the Customer using the Card when making such a Payment Transaction exceeds the regular price of the Partner for this product or service when paid for in cash.
* The Cardholder paid for the Service in any other way (inter alia, using another card or in cash).
* The Store in which the Payment Transaction was performed does not meet the requirements set forth herein.

**Transaction** shall mean services for receiving and making money transfers using a bank account, which include the following types of transactions: Payment Transaction; Refund Transaction.

**Payment Transaction** shall mean a settlement transaction for the transfer of funds from the Buyer to the Partner, carried out using the Card, performed in the Store at the request of the Buyer in order to purchase the Goods.

**Refund Transaction** shall mean a settlement transaction performed using the Card when the Buyer returns the Goods paid for using the Card, or when it becomes necessary to refund the money debited from Buyer’s account as payment for the Goods as part of an earlier performed Payment Transaction.

**PO Fee** shall mean the remuneration of the Payment Organization for the processing of information for the Transactions performed, including unsuccessful transactions, the performance of Transactions and settlements thereon in accordance with the Terms and Conditions, withheld from each Payment Transaction and specified in the Questionnaire.

**Transfer** shall mean the amount of funds consisting of Payment Transactions, net of Refund Transactions, the PO Fee and other amounts subject to withholding by the PO in accordance with the Agreement, to be transferred to the Partner for each day.

**PS Rules** shall mean a document (set of documents) containing the conditions for participation in the payment system, the transfer of funds, the provision of payment infrastructure services and other conditions determined by the PO payment system in accordance with the applicable legislation.

**Website** shall mean a set of information, a method of presentation thereof and technical means, united, as a rule, by one topic and/or purpose, which allows a user connected to the Internet and having the appropriate technical means to gain access to this information.

**System** is a hardware and software suite of the Processor (Paygine Tech computer program, the copyright holder and developer of which is the Processor. The System is intended for the information and technological interaction between the PO and the Organization), ensuring the rendering of Processor services in accordance with Cl. 1.1. hereof.

**Full Access to the System** shall mean access to the System, which allows to use the functionality of the Member Account in full, as well as perform other actions provided for in the Agreement.

**Test Access to the System** shall mean partial access to the System, which allows initial testing of the functionality of the Member Account with a number of limitations.

**Personal Account** shall mean a specialized, personified section on the System Website, protected by special means of protection, which is a system (software that is a software module of the System) of electronic document flow between the Parties, containing information about the Partner, statistical data on the Partner’s Transactions performed pursuant to the Agreement, and also allowing the Partner to use the additional functionality of the System on the terms provided for in the Agreement.

**Party to the Agreement (Party)** shall mean the Payment Organization on behalf of which the Processor acts, and the Partner.

**Goods** shall mean goods, work, service, intellectual property, sold by the Partner or third parties with which the Partner has entered into agreements, and paid by the Buyer using a Card.

**Issuer** shall mean a payment service provider that issues Payment Cards.

**Marketplace** shall mean a system of cash and non-cash settlements of the Processor through electronic payment documents using technical means that offer the function of sending a receipt to customers in electronic form, capable of connecting to the fiscal data operator system, accepting online fiscal stamps based on the data of a receipt, provided by the PO fiscal data. The Processor is included in the state register of marketplaces.

# Subject Matter of the Agreement

* 1. The Agreement determines the procedure for interaction between the PO and the Partner in the performance of Transactions, as well as the procedure for settlements between the PO and the Partner, the technological procedure for information and technology interaction between the Processor and the Partner, carried out in order to ensure the acceptance of the Cards.
	2. The Processor undertakes to transfer the information necessary for the Transaction to the Payment Organization, the Payment Organization undertakes to provide the Partner with services for processing payments initiated by the Buyer in electronic form using the Processor’s HSS for the purpose of purchasing the Goods in the Store for a fee, and the Partner undertakes to pay the fee stipulated by the Agreement (PO Fee).
	3. The obligations of the Buyers to the Partner, in pursuance of which the transfers are made, shall arise in the manner and on the grounds stipulated by the legislation of the Republic of Uzbekistan and/or the agreement of the Buyer with the Partner. The relations that give rise to these obligations shall not be covered by the Agreement and shall not give rise to any obligations for the Processor.

# Procedure for Interaction when Executing the Agreement

* 1. The Agreement is a proposal for the Partners to send their offers to the Processor for the agreement execution on the terms determined by the Agreement and the Questionnaire.
	2. Acceptance of the PO offer shall mean full and unconditional acceptance by the Parties of all terms of the Agreement and the Questionnaire without any exceptions and/or limitations and shall be equivalent to the conclusion of a bilateral written Agreement (Article 366 of the Civil Code of the Republic of Uzbekistan).
	3. The procedure for the Agreement performance shall be governed exclusively by the provisions of the legislation of the Republic of Uzbekistan.
	4. The Partner shall send an offer for the subsequent acceptance to the PO, after familiarization with the Agreement, by filling out the Questionnaire containing the relevant information, as well as the PO Fee agreed by the Parties during the preliminary negotiations, and by sending a scanned (electronic) version of this Questionnaire with the Partner’s signature to the Processor’s e-mail address: bank@paygine.net or personal address of the Processor manager.
	5. The Payment Organization represented by the Processor shall accept the Partner’s offer by authorized person of the Processor signing the Partner’s Questionnaire Application. The Agreement shall be deemed executed from the date of acceptance by the Processor of the Partner’s offer and receipt of information by the Partner. The Partner’s application with the Processor’s acceptance mark shall be the document confirming the Agreement execution. One copy of the Application with the Processor’s acceptance mark shall be returned to the Partner, while the second copy shall remain with the Processor.

Provision of the Full Access to the System to the Partner shall also be deemed an acceptance.

* 1. The Processor shall be entitled to reject the Partner’s offer without giving any reasons.
	2. In accordance with the procedure agreed between the Parties at the e-mail address of the Processor or the personal address of the Processor manager, the Processor may provide the Partner with Test Access to the System if instructed by the PO. **Provision of Test Access to the System shall not constitute an acceptance of the Partner’s offer.**
	3. If the Partner was granted Test Access to the System, in the event that the Processor rejected the Partner’s offer, the Processor may delete the Partner’s Personal Account.
	4. The rights and obligations of the Parties under the Agreement shall arise from the Agreement effective date. The Agreement shall enter into force from the moment of granting access to the System or from the moment of the Partner’s offer acceptance by the PO represented by the Processor, whichever is earlier.
	5. The Partner undertakes to provide accurate information when registering in the System.
	6. The Agreement shall be available at the permanent address on the Internet at paygine.uz

# Service Rendering Term

* 1. The Processor shall provide the Partner with the services specified in Cl. 1.2. hereof, promptly upon receiving the Cardholder’s order to perform a Payment Transaction.
	2. In accordance with the Agreement, the Payment Organization shall ensure round-the-clock performance of Transactions, except for the time of maintenance or technical works in the System.
	3. The time of maintenance or technical works shall be determined by the PO in accordance with the internal regulations, in connection with which neither the Payment Organization nor the Processor shall be liable for failure to provide the services specified in Cl. 1.1. hereof during such works.
	4. The Processor may suspend the provision of services to the Partner in the following cases:
* in the event of circumstances beyond the control of the Processor and which, in the opinion of the Processor, may entail significant losses for the Processor for the duration of such circumstances;
* in case of violation by the Partner of any of its obligations under the Agreement until the complete elimination of the violation by the Partner;
* in case of receipt of a notice from the PO and/or the Issuer in respect of the Partner about the termination of the procedures for the Processor’s requesting and receiving of the PO’s permission to conduct Transactions or cessation of Transactions;
* on other grounds provided for by the legislation of the Republic of Uzbekistan.
	1. The Processor shall, no later than the date of such suspension, notify the Partner by e-mail and/or notify by phone the responsible officer specified by the Partner in the Questionnaire, indicating the reason and period of the suspension.
	2. The Processor shall have the right to unilaterally refuse to provide the services, and the Payment Organization shall terminate Transactions if the PO and/or the Processor have any of the following information:
* performance of Fraudulent Transactions in the Store and/or participation of the Partner and/or its employees, including Buyers, in fraudulent or other illegal activities;
* provision of inaccurate information by the Partner to the Processor about the Partner, its activities, etc.;
* changes made by the Store/Partner to the domain name of the Store Website without prior notice to the Processor and the PO;
* non-compliance of the Store/Partner with the requirements set forth for the Store Website and/or other provisions of the Agreement;
* performance of activities by the Store/Partner, that may cause financial and/or reputational damage to the Payment Organization and/or the Processor;
* identification by the PO and/or the Processor of cases of unlawful refusal of the Partner to perform the Refund Transaction or in other cases when the money was unlawfully debited from the Buyer’s account under an earlier performed Payment Transaction;
* if the Partner fails to perform the obligation to transfer monetary funds to the Payment Organization and/or the Processor in the cases and in the manner specified in Clauses 4.2.1., 6.2. hereof;
* on other grounds provided for by the legislation of the Republic of Uzbekistan.

# Rights and Obligations of the Parties

* 1. The Payment Organization shall:
		1. Ensure the possibility of round-the-clock processing of information sent through the Processor System for the performance of Transactions and the direct performance of Transactions.
		2. Make the Transfer to the Partner’s settlement account specified in the Questionnaire within ten (10) banking days, provided that:
* the PO and/or the Processor have no suspicions regarding the performance of Fraudulent and/or Invalid Transactions in the Partner’s Store;
* the PO and/or the Processor have no suspicions regarding the Partner’s engagement in activities qualified as a violation of the Law of the Republic of Uzbekistan “On Countering the Legalization of Proceeds from Criminal Activities, Financing of Terrorism and Financing the Proliferation of Weapons of Mass Destruction”;
* the Partner has not breached the Agreement;
* the Partner has no debt to the PO and/or the Processor.
	1. The Payment Organization shall be entitled:
		1. Not to transfer or withhold from subsequent Transfers to the Partner the following amounts of Payment Transactions:
* for Transactions performed in violation of the Agreement, the applicable legislation of the Republic of Uzbekistan and/or the PS rules;
* for Payment Transactions (for which the Refund Transactions were performed), including the Processor’s fee for the relevant Transactions.
	+ 1. To withhold from the Transfer the amount of the PO Fee, the amount of fines and other sums specified in the Agreement or arising from the Agreement breach by the Partner.
		2. To conduct audits of the Store in order to monitor the Partner’s compliance with the Agreement.
		3. To introduce amendments to the Agreement unilaterally. The Payment Organization shall notify the Partner through the Processor about the changes made by:
			1. bringing this information to the attention of the Partner through the Processor, including in electronic form using the technical means of the latter and publishing the information in the Partner’s personal account;
			2. sending a letter to the address of the Partner specified in the Questionnaire;
			3. sending an e-mail to the e-mail address of the Partner;
			4. publication of the new version of the Agreement on the Processor website
		4. To suspend the ability to process the information necessary for the Transaction and/or settle the Transactions in the following cases:
			1. when the Partner performs Transactions in violation of the Agreement;
			2. in the presence of Transactions and/or information necessary to perform the Transaction, recognized as suspicious by the PO monitoring system;
			3. in case of revealing any false information provided by the Partner under the Agreement;
			4. when the Partner carries out activities that may cause financial and/or reputational damage to the PO;
			5. in case of an uncharacteristic decrease/increase in the number of Payment Transactions or an increase in Refund Transactions;
			6. if the Cardholder denies performing the Payment Transaction;
			7. if there is information about changes made by the Store/Partner to the domain name of the Store website without prior notice to the PO in the manner prescribed by the Agreement;
			8. when the PO reveals cases of unlawful refusal of the Store/Partner to perform a Refund Transaction or in other cases when the funds were unlawfully debited from the Cardholder’s account under the earlier performed Payment Transaction;
			9. when the Store performs Fraudulent Transactions and/or the Partner and/or its employees, including Cardholders, engage in fraudulent or other illegal activities;
			10. if the Store/Partner fails to comply with the requirements set forth herein.
		5. To provide the PS and other third parties with the information that has become known to the Payment Organization regarding the Partner (including the following details: legal/postal address, telephone/fax number, e-mail/website address, bank details, etc.), for the purpose of using this information in PS programs to ensure security and fraud prevention during payment Transactions and other PS programs, as well as to secure the round-the-clock information and technology interaction to ensure the ability to perform Transactions on behalf of Cardholders.
		6. To refuse to register the Store or cease serving the previously registered Store without explaining the reasons for such refusal and/or cessation.
		7. To engage the Processor for the information and technology interaction with the Partner, as well as for the sending by the Processor of information messages and/or notifications pursuant to the Agreement, upon the relevant instruction of the PO and on its behalf.
		8. To debit the amounts of PO claims against the Partner from the Partner’s bank account opened with the Bank, without authorization.
		9. To require the Partner to submit and receive documents and information provided for by the legislation of the Republic of Uzbekistan and the Agreement from the Partner, when identifying the Partner and updating information about the Partner.
		10. To transfer its rights and obligations under the Agreement to the Processor with the notification of the Partner.
	1. The Processor shall:
		1. Connect the Partner to the Processor System to provide the Partner with the services specified in Cl. 1.2. hereof. Connection of the Partner to the Processor System is an action necessary to establish information and technology interaction between the Parties and the performance by the Parties of their obligations under the Agreement.
		2. Send notifications about Transactions to the Partner in real time;
		3. Provide the Partner with Certificates of Services Rendered within the terms and in accordance with this Section of the Agreement;
		4. In the event of a change in its location and/or bank details, notify the Partner in writing within three (3) business days from the date of the relevant event.
	2. The Processor may:
		1. Require the Partner to provide information about the Partner’s obligations and documents of the Partner, if the need for such information is due to compliance with the requirements of the legislation of the Republic of Uzbekistan, including the legislation on combating the legalization (laundering) of proceeds from crime and the financing of terrorism, or the requirement of the PO. Among other things, the following information and documents may be requested:
* powers of the Partner’s authorized person, Confirming the Partner’s registration;
* on the methods of delivery of the Goods to the Buyers;
* on the sources of origin of the goods;
* on the availability of the Partner’s certificates for the provision of the offered Goods, certificates of conformity, hygiene and other certificates;
* on the copyright to the Goods offered.
	+ 1. Conduct an audit of the Partner to identify Transactions that are not performed by Cardholders and/or the Partner’s provision of Goods to the Buyers, where such Goods have not been agreed with the Processor;
		2. Request information and documents from the Partner on Transactions performed using Cards (registers, customers’ signed receipts for the Goods and other documents justifying the performance of a Transaction). The Partner shall submit the specified information and documents to the Processor within two (2) calendar days from the date of sending the request by e-mail to the e-mail address specified by the Partner as a contact in the Questionnaire;
		3. Place information about the Partner, the trademark of the Partner or third parties, other means of individualization of the Partner (third parties) provided as such by the Partner on its official website at www.paygine.uz;
	1. The Partner shall:
		1. Comply with the provisions of the Agreement, as well as meet the requirements set forth therein.
		2. Pay the PO Fee in the amount and manner in accordance with Section 5 of the Agreement, as well as pay the amounts specified in the claims of the Processor provided for in Sections 6 and 8 hereof;
		3. Place information on interaction with the PO and the Processor under the Agreement on its website specified by the Partner in the Questionnaire;
		4. Recognize the obligations of Buyers to the Partner to pay for the Goods as fulfilled from the moment the Processor sends a notice of the relevant Payment Transaction to the Partner;
		5. Not charge the Buyers any fee payable to the Payment Organization and not impose any additional costs on them in excess of the price of the Goods in connection with the payment for the Goods using the Processor’s services;
		6. Independently resolve claims of Buyers for the refund of amounts under Payment Transactions;
		7. Within three days, notify the PO and the Processor in writing of any events that may affect the Agreement performance, including changes in its name, location, actual address, bank details, website address, and list of Goods sold;
		8. Pre-agree with the Processor the disclosure of any information on cooperation between the Parties, regardless of the form and method of such disclosure;
		9. Provide the Processor with means of individualization of third parties for placement thereof by the Processor in the presence of a duly executed written consent of the relevant third party for such placement;
		10. Within a period not exceeding two (2) business days, submit to the Processor a report on the Transactions that raised suspicion of the Transaction being performed by a person not being a Cardholder and/or the provision of the Goods not agreed with the Processor;
		11. Keep confidential all information about the Cardholders that became known to the Partner as a result of the Agreement performance;
		12. Immediately, by sending a scanned document with the subsequent provision of the original documents to the Processor, inform the Processor of all changes pertaining to payment details, the nature of the Goods sold, changes in other documents and other information about the Partner earlier provided to the Processor;
		13. In the absence of changes in the constituent and other documents of the Partner, in writing, with a signature of the Partner’s senior officer, at least once a year at the request of the Processor, confirm the relevance and validity of the information about the Partner earlier provided to the Processor;
		14. Send the original signed Questionnaire to the address of the Processor specified in the Agreement no later than two (2) weeks from the date of the first Transaction of the Partner;
		15. Reimburse the Payment Organization and/or the Processor for the amounts of deductions specified in Cl. 4.2.1. hereof, in the form of fines for Transactions carried out in violation of the Agreement, the applicable legislation of the Republic of Uzbekistan and/or PS rules, as well as for Transactions declared by the Issuers as not carried out by the Cardholder, within three (3) business days following the receipt of a request from the PO and/or the Processor;
		16. Ensure receipt of a consent from the Buyer to the processing of personal data, as well as to receiving mailing in the form of SMS messages for the purposes of: processing by the Processor of payment transactions initiated in electronic form by the Buyer for the purpose of payment for the Partner’s Goods using a bank payment card; transfer of the necessary information to the Payment Organization for the performance of payment transactions; transfer of the necessary information to Play Mobile, LLC (TIN: 207200524) to receive SMS messages for the purpose of verification of payments;
		17. No later than one (1) business day from the date of receiving the request from the Processor, provide documents confirming the consent of the Buyer, as set forth in Cl. 4.5.15 hereof;
		18. In case of failure to provide the Processor with the consent specified in Cl. 4.5.15. hereof and/or violation of the terms of Cl. 4.5.16. hereof, compensate all losses, fines, including contractual penalties, incurred by the Processor in connection with the absence of such Buyer’s consent, within seven (7) calendar days from the date of receiving the claim;
		19. Independently resolve all disputes with the Buyer as a personal data subject, arising from violations of legislation on personal data and advertising;
		20. If the Partner fails to ensure the information and technology interaction with the fiscal data PO in order to create, send, receive and store fiscal receipt data in accordance with the applicable legislation of the Republic of Uzbekistan, including by sending fiscal receipts to Buyers in electronic form, that is, fails to perform fiscalization on its own, the Partner undertakes to carry out fiscalization through the Personal Account and register the Processor through the personal account of the taxpayer as a commission agent in accordance with the legislation of the Republic of Uzbekistan.
		21. If the Partner performs the functions of the Marketplace, the Partner undertakes to register the Processor through the personal account of the taxpayer as a commission agent in accordance with the legislation of the Republic of Uzbekistan, indicating the TIN (IPIN) of the principal. In addition, the Partner guarantees that the principal has registered the Partner through the personal account of the taxpayer as a commission agent in accordance with the legislation of the Republic of Uzbekistan.

# Payment Organization Fee and Settlement Procedure

* 1. The amount of the PO Fee for a period equal to a calendar month shall be calculated on the basis of the Certificate of Services Rendered (hereinafter, the Certificate) at the rate specified in the Questionnaire.
	2. The PO shall make the Transfer to the Partner according to the Partner’s details, less the amounts withheld by the PO in accordance with Clauses 4.2.1., 4.2.2. hereof, as well as withheld by the PO in favor of the Processor in accordance with Cl. 5.1. hereof. The date of performance of the PO’s obligation to make the Transfer to the Partner shall be the date of debiting the funds from the PO account.
	3. The PO shall be entitled to withhold the amount equal to the disputed Transaction in accordance with Cl. 4.2.1. hereof from the Transfer to the Partner, and not to pay it until the final decision on such a disputed Transaction is made in accordance with the PS rules. If the Transaction is not recognized as disputed within the framework of the final decision, the PO shall transfer the withheld amount within the terms stipulated by the Acquiring Agreement, which, when the PO receives information about the dispute of the Transaction (Chargeback) as carried out in violation of the Agreement, the applicable legislation of the Republic of Uzbekistan and/or of the PS rules, and/or carried out by a person other than the Cardholder.
	4. The PO may suspend payments of Transfers to the Partner under the relevant Payment Transactions in case of suspicion or reason for the Processor to recognize such transactions as suspicious and/or Fraudulent and/or Invalid Transactions, until it receives information that these Payment Transactions are not Fraudulent and/or Invalid Transactions.
	5. No later than the seventh day of the month following the reporting month, the Processor shall send the Certificate to the Agreement to the Partner by uploading it to the Member Account. If during the reporting period the Processor has not executed any instructions of the Cardholder to perform the Transaction in favor of the Partner, the Processor shall be entitled not to provide the Partner with the Certificate.
	6. Within three (3) calendar days from the date of receiving the Certificate, the Partner undertakes to send a notice of consent to the Certificate or motivated objections to the Certificate. The notice of consent to the Certificate shall include a notification about the Partner’s consent with the data specified in the Certificate and the readiness to accept and sign the Certificate in the electronic document management system (EDM). Upon receipt of the Partner’s objections to the Certificate, if the Partner’s objections to the amounts specified in the Certificate are found to be justified, the Parties undertake, no later than three (3) business days from the date of receipt by the Processor of the Partner’s objections, to draw up a data discrepancy statement and take into account the amounts set forth therein in the Certificate for the next reporting period. If there is no notice from the Partner about the consent to the Certificate or a reasoned objection to the Certificate within the period specified in this Clause, the Certificate shall be deemed agreed by the Parties.
	7. In case of receiving a notice of consent to the Certificate, as well as in the absence of a notification of consent to the Certificate or a reasoned objection to the Certificate from the Partner within the period specified in Cl. 5.6 hereof, the Processor shall upload the Certificate to the EDM system. The Partner undertakes to accept the Certificate within three (3) days from the date of receiving the Certificate in the EDM system. The Partner shall not be entitled to refuse to accept the Certificate in the EDM system or to send motivated objections to the Certificate, since the Certificate shall be deemed agreed by the Parties from the moment of sending the notice of consent with the Certificate by the Partner or expiration of the period specified in Cl. 5.6 hereof, in the absence of the notice of consent or reasoned objections to the Certificate from the Partner.
	8. If the Partner violates the term of acceptance of the Certificate in the EDM system specified in Cl. 5.7. hereof, the Partner undertakes to compensate for losses to the Processor, if any, as well as to pay a penalty in the amount of 10% of the amount of such Certificate within five (5) business days from the date of the request from the Processor.
	9. Where necessary, if the Partner and/or the Buyer is a non-resident of the Republic of Uzbekistan, when the Processor provides services under the Agreement, the exchange rate set by the issuing bank or the sending bank shall be applied.

# Refund/Cancellation Terms

* 1. When the Cardholder return the Goods paid for by the Card (rejects the work or services), upon cancellation of the payment transaction, the Partner shall draw up documents in accordance with the following procedure:
		1. Rejection of Goods by an individual being a user of the Partner’s Website, a Cardholder, shall be carried out at the initiative of the Cardholder in accordance with the applicable legislation of the Republic of Uzbekistan;
		2. Upon receipt of a request from the Cardholder to return the funds paid to the Card account in accordance with the applicable legislation of the Republic of Uzbekistan, as well as in accordance with the terms of the user agreement between the Partner and the Buyer, the Partner will:
			1. verify the availability of payment for the Goods in its database (automated payment system for the Partner’s Goods), and also confirm the possibility of its cancellation;
			2. in case of successful verification and confirmation of the possibility of cancelling the Goods payment transaction, generate data for the Refund Transaction and transmit it to the System together with the number and amount of the initial Transaction and other data;
			3. Upon receipt of the data from the Partner, the System will verify the correctness of the data format for the Refund Transaction, and, if the received request complies with the stipulated standards, the request from the System will be transmitted to the Issuer;
			4. Upon receipt from the Issuer of a positive result of the Refund Transaction, the Partner will complete the Refund procedure. If no confirmation is received within three (3) business days, the Partner will initiate a written request to the Processor.
	2. The PO shall be entitled to recover the refund/cancellation amount from the amount of subsequent transfers to the Partner under Payment Transactions. In this case, the PO Fee earlier withheld by the PO shall not be refunded.

If the amount of the subsequent transfer to the Partner within three (3) business days from the date of receipt by the Partner of the Processor (PO) request for charging the amount of cancellation/refund does not reach the amount of the refund/cancellation due to the Cardholder, the Partner shall instruct the Processor to ensure that there is an order of the Payment Organization to withhold the amount of refund/cancellation without additional instructions (acceptance) of the Partner from the amounts to be transferred to the Partner.

In the event of absence/insufficiency of funds to withhold the refund/cancellation amount, the Partner shall transfer the refund/cancellation amount to the Processor in order to compensate for the damage caused by the recovery of the specified refund/cancellation amount from the Processor. This transfer shall be made within 3 (three) business days from the date of sending the relevant request by the Processor.

* 1. The Partner confirms that the Partner’s instruction as per Cl. 6.2. hereof are the Partner’s acceptance of the PO’s claims for debiting the funds from the amounts to be transferred to the Partner in accordance with the Agreement (prior authorization).

# Protection against Unauthorized Payments

* 1. The Processor shall render the services specified in Cl. 1.1. hereof in accordance with the requirements of the data security standard, which includes the PS requirements to ensure information security, the PCI DSS.
	2. When using the Card to pay for the Partner’s Goods, the Buyer shall undergo the identification procedure stipulated by the agreement between the Cardholder and the Issuer.
	3. If the Processor receives information from the PO, the Issuer and/or the PS that the payment for the Goods for which the Payment Transaction was performed is unauthorized, the PO shall be entitled to withhold the amount of the unauthorized payment in accordance with Cl. 4.2.1. hereof.

# Liability of the Parties and Dispute Resolution Procedure

* 1. The Processor shall not be liable to the Buyers for the Partner’s performance of its obligations to them.
	2. The Partner shall independently resolve any disputes with the Buyers arising in the event of a discrepancy between the amount of the transfer made by the Processor and the Partner’s tariffs (price lists).
	3. In the event of the entry into force of a court decision on the recovery of funds from the PO and/or the Processor in favor of a third party on the basis of unlawful (in the absence of the written consent of the person concerned) use by the Processor of the means of individualization of this person provided by the Partner as such, the Partner undertakes, subject to the Processor taking actions provided for in paragraph two of this Clause, within ten (10) business days from the date of receiving the relevant claim of the Processor with a copy of the court decision that has entered into force, reimburse the Processor for damages in the full amount recovered from the PO and/or the Processor in favor of a third party on the basis of the relevant court decision, including the amount of legal costs recovered from the PO and/or the Processor.

In the event of a third-party claim against the Payment Organization and/or the Processor on the grounds specified in the first paragraph of this Clause, the PO and/or the Processor undertakes to notify the Partner of the acceptance of such claim for proceedings and to file a petition in the preliminary first-instance court hearing for involving the Partner in the relevant case as a third party.

* 1. In the event of losses, fines, penalties or other claims against the Payment Organization and/or the Processor in connection with the Partner’s violation of the PS rules, the legislation of the Republic of Uzbekistan, including improper performance of the Partner’s obligation to ensure information and technology interaction with the fiscal data operator in order to create, send, receive and store the fiscal receipt data in accordance with the applicable legislation of the Republic of Uzbekistan, including by sending fiscal receipts to Buyers in electronic form, carried out both by the Partner independently and using the Personal Account, the Partner undertakes to reimburse the Payment Organization and/or the Processor for the specified losses, fines, penalties or other claims in the full amount recovered from the PO and/or the Processor.
	2. Should the Partner breach the terms set forth in Cl. 6.2. hereof for the transfer of funds, the Partner undertakes to pay a penalty in the amount of zero point two percent (0.2%) of the amount to be transferred for each day of delay, however not exceeding 10% of such amount.
	3. Should the PO breach the terms set forth in Cl. 4.1.2. hereof for the transfer of funds, provided that there are no grounds allowing the Payment Organization not to make a transfer under the Agreement, the Partner shall be entitled to recover a penalty in the amount of zero point two percent (0.2%) of the amount to be transferred, for each day of delay, however not exceeding 10% of such amount.
	4. The Processor shall not be liable for possible losses of the Partner pertaining to the cessation of the service rendering by the Processor, as well as the cessation of Transaction performance by the PO in the cases specified in Clauses 3.4. and 3.6. hereof, as well as, where the Processor’s direct fault in such cessation is not proven, inter alia, when such cessation of the services is caused by the acts of third parties and/or the Processor’s service providers. In turn, the Partner shall be solely liable for the expenses of the PO on Refund Transactions.
	5. Any disputes and disagreements between the Parties under the Agreement or in connection therewith shall be settled through negotiations. A claim shall be deemed duly delivered if it is sent by one Party to the legal address of the other Party specified in the Agreement or the Questionnaire, or to the e-mail address of the other Party specified in the Agreement or the Questionnaire.

The Party that receives the Claim shall give a written response to it within thirty (30) calendar days from the date of receiving the Claim.

* 1. Any disputes and disagreements between the Parties under the Agreement or in connection therewith, which have not been resolved through negotiations between the Parties, shall be settled in the Tashkent Interdistrict Economic Court.

# Confidentiality

* 1. The fact of the Agreement execution shall not be considered by the Parties as confidential information.
	2. The Parties undertake not to disclose the following information to third parties:
* Terms and conditions of the Agreement;
* on the number and amount of transfers, information on which is communicated to the Partner;
* on statistical data based on comparison of the amounts of transfers, information on which is communicated by the Processor, and data on transfers of other transfer processors;
* other information received by the Parties in the course of performance of their obligations under the Agreement, except for cases when the Party is required to disclose such information in accordance with the legislation of the Republic of Uzbekistan.

# AGREEMENT TERM AND TERMINATION PROCEDURE

* 1. The Agreement shall be valid for five (5) years from the date of execution.
	2. The term of the Agreement shall be automatically extended for twelve (12) calendar months if neither Party notifies the other Party in writing in writing of its unwillingness to extend the Agreement at least thirty (30) calendar days before the expiration of the term (including the extended term) thereof. Such notification shall not be considered by the Parties as a unilateral repudiation of the Agreement. The Agreement may be extended in accordance with this Clause an unlimited number of times.
	3. Either Party shall have the right to unilaterally repudiate the Agreement. For these purposes, it shall notify the other party in writing of its intention to repudiate the Agreement no later than thirty (30) calendar days prior to the expected date of repudiation. The notice shall be made in writing in hard copy and contain an indication of the reason for the Agreement termination.
	4. With respect to the information specified in Cl. 5.4. hereof, the Partner’s obligation to reimburse the Processor for the withheld amounts paid to the Payment Organization, the relations of the Parties shall continue for one hundred and eighty (180) days from the date of the Agreement termination.
	5. All other obligations of the Parties under the Agreement, arising prior to the termination, shall continue until the full performance thereof.

# Miscellaneous

* 1. All Appendices hereto shall be an integral part of the Agreement. Appendices as of the Agreement date:

Appendix No. 1 - Partner Questionnaire;

Appendix No 2 - Form of the Certificate of Services Rendered;

Appendix No. 3 - Requirements to the Website;

Appendix No. 4 - Claim Handling Procedure.

* 1. In accordance with paragraph 1 of Art. 382 of the Civil Code of the Republic of Uzbekistan, the Processor may amend the terms of the Agreement taking into account the requirements of the legislation of the Republic of Uzbekistan. In this case, the amendments made by the Processor to the Agreement shall become binding on the Parties upon the lapse of seven (7) calendar days from the date of posting of the new version of the Agreement by the Processor on the Processor’s website or in the System.
	2. The Parties will recognize any notices and correspondence as duly sent if the shipment is made in writing to the address specified in the Agreement and the Questionnaire. Along with this, the Parties recognize the following methods of notification under the Agreement as appropriate:
* by posting information on the Processor’s website or in the System – for notifications of changes in the text of the Agreement, Tariffs, other documents concerning a wide range of persons, as well as deviations in the mode and working hours of the Processor and the System;
* by the Processor placing information in the Partner’s Personal Account – for notices and news concerning both a wide range of persons and personally the Partner;
* using the e-mail specified by the Partner in the Questionnaire – for notices sent by the Processor to the Partner about events concerning both a wide range of persons and personally the Partner.
	1. Neither Party shall be entitled to transfer its rights and obligations under the Agreement to third parties without the written consent of the other Party.
	2. The Parties agree that the persons responsible for the Agreement performance as of the Agreement date are:

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| --- |
| For the Processor -  |
| Director General Rustam Samadovich KarimovTel. +998 (99) 001-06-66Email rustam.karimov@paygine.net **Accounting Department**accounting@paygine.net**Support Service**support@paygine.net |
| **Registered address:**14 Afrosiyob Street, Mirabad District, Tashkent |
| **For the Payment Organization**(+998 71) 200-15-15**Registered address:**100047, Tashkent, Yunusabad district, Sayilgokh Street, 7 |