

## GENERAL TERMS AND CONDITIONS OF “NANO LOAN” AGREEMENT

Approved  
by the order of the Director of Kredit24 LLP  
#13 as of February 22, 2019

### 1. SUBJECT OF THE AGREEMENT

**1.1.** Under the NANO LOAN agreement, the Lender shall transfer the funds (hereinafter, the Loan Amount) to the Borrower, and the Borrower shall accept it and return the loan amount to the Lender and pay an interest to the Lender as follows: 0,19% per day, regardless of the term from which the Loan is provided, according to the present General Terms and Conditions of the Loan Agreement (further- the General Terms and Conditions), conditions of the Loan Application, submitted by an Applicant at the Lender’s web-site (further- the Application), the Rules for Loan Granting. Jointly, the General Terms and Conditions and the Application shall constitute the Loan Agreement, accepted by the Parties.

**1.2.** The decision-making procedure on granting of the loan by the Lender shall be determined by the Rules for Loan Granting.

**1.3.** The loan amount is provided by transferring the funds in the amount and to the Account, specified by the Borrower in the Application.

**1.4** Date of Loan granting shall be the date of debiting the amount from the Lender’s account.

**1.5.** The loan term is specified in the Application and it shall start from the date of Loan issuance.

**1.6.** The loan amount and loan interest shall be paid by a lump sum on the date of payment. The Loan amount and term shall be specified by the Borrower in the Application.

**1.7.** The Loan amount is deemed as repaid, and the loan interest is deemed as returned on the date of transferring the funds to the Lender’s account.

#### **Lender’s details:**

Kredit24 LLP

BIN 130740008462

Address: 11A, Almaly Bak str., Alatau microdistrict,  
050023, Almaty

Account #: KZ286017131000000353

Bank: Halyk Bank of Kazakhstan JSC

BIC of the Bank: HSBKZZKX

### 2. DEFINITIONS

**2.1.** Terms, used in these General Terms and Conditions, shall have the following meanings:

**2.1.1. Applicant** is a legally competent individual, a resident of Kazakhstan, who has attained the age of 21 and indenting to enter into a Loan Agreement/Application with the Lender.

**2.1.2.** The Borrower shall be a capable physical person, being a resident of the Republic of Kazakhstan who has reached the age of 21 years and who enters into the Loan Agreement with the Lender, where the Borrower acts as an individual, not being an individual entrepreneur.

**2.1.3. Lender** is Kredit24 Limited Liability Partnership, State Registration Certificate No.4992-e-1910-01-TOO, issued by the Department of Justice of Bostandyk district of Almaty, as of July 11, 2013, BIN (Business Identification Number) 130740008462, which has entered into the Loan Agreement with the Borrower.

**2.1.4. Loan** means the money in Tenge, the currency of Kazakhstan, provided by the Lender to the Borrower under the Rules for Loan Granting and Terms and Conditions of the Loan Agreement.

**2.1.5. Interest** means the funds paid by the Borrower to the Lender for each day of using the money (loan) in the amount, specified in the Loan Agreement, as a percentage to the Principal Debt.

**2.1.6. Debt** means all sums, payable by the Borrower to the Lender under the Loan Agreement, including the Principal Debt, the accrued unpaid interest for the loan, fees, fines, penalties, forfeitures and other payments provided by the Rules for Loan Granting and/or the Loan Agreement.

**2.1.7. Loan Application** is an offer, i.e. a proposal to conclude a Loan Agreement, sent by the Applicant to the Lender and containing the principal terms of the Loan Agreement.

**2.1.8. Partner Organization** is a legal entity, having the business relations with the Lender in order to ensure the execution of the Loan Agreement by the Lender.

**2.1.9. Principal Debt** is an outstanding amount or a sum, which payment is delayed by the Borrower and payable to the Lender, which was received by the Borrower from the Lender as a loan under the Loan Agreement.

**2.1.10. Personal Account** is a website section accessed by the Applicant/Borrower only, to make any operations at the website, to use the website services and to access its account. To log in the Personal Account, the Applicant/Borrower shall enter the login: phone number/e-mail, and the password specified in the original Loan Application completed at the Lender's website. The website section -Personal Account also contains the information about the Borrower's funds, which records are kept at My Balance section. Therefore, when repaying the loan, the record keeping of Borrower's funds is reflected by My Balance section.

**2.1.11. Website** means the Internet site, having the address: [www.kredit24.kz](http://www.kredit24.kz)

**2.1.12. Account** is the Borrower's bank account, to which the Loan amount is transferred according to the Loan Application, the present General Terms and Conditions and the Rules for Loan Granting (Borrower's card account/current account).

**2.1.13. Date of Payment** is the date of repayment of the loan in full by the Borrower, specified in the Loan Application, or the date of extension of the Loan Agreement via the interest paid to the Lender's account. Date of Payment is changed with the next application, and accepted by the Lender subject to payment of the interest under the Loan Agreement.

**2.1.14. Debt Restructuring, restructuring (hereinafter, the Restructuring)** - changes of the Loan Agreement, in particular: the Loan term, the Loan interest, change of the date of payment by providing the payment schedule, which specifies the date and amount of each payment for debt repayment under the Agreement.

**2.1.15. Refinancing** means replacing an existing Loan with a new one by entering into a new Loan Agreement.

**2.1.16 Payment Schedule (during the restructuring)** is a document that contains information about the Loan amount, the method of Loan payment, the term and maturity, and the Loan interest, amounts payable by the Borrower during the debt restructuring (dates and amount of next installments).

**2.1.17 Bonus program** means a discount system, aimed at reducing the amount of interest, applied as the Borrowers' Reward Program, which involves the accrual of the bonus points, which can later be used by the Borrower to repay the accrued interest under the Loan.

**2.1.18 Bonus points** are the discounted amounts, which are credited as for the performance by the Borrower of the clause 4.2.1., as well as for any other events, described at the Website, or at the Lender's discretion. Bonus points are not the Borrower's revenue, this term is used just to apply the discounts when paying the interest in a convenient way.

**2.1.19 Annual effective interest rate (AEIR)** is an interest rate in a reliable, annual, effective, comparable calculation for the services provided by the Bank. The AEIR calculation shall include the Borrower's interest payments, as well as the fees and other payments related to the Loan issue and servicing. The AEIR calculation shall not include the Borrower's interest payments to the third parties, as well as the Borrower's fees and other payments related to the Loan agreement, including the penalty (charge, fine).

**2.1.20 Grace period** is a period of time, established in the Loan Agreement, starting from the day following the date of payment, during which the Borrower can repay the loan debt without a penalty (charge, fine) charged for late payments. In case of failing to repay the outstanding Loan amount during the grace period, the condition for exemption from the penalty payment during this period shall not be valid, therefore, the penalty shall be calculated from the day following the payment date. In the case of partial repayment of the outstanding Loan amount during the grace period, the condition for exemption from the payment of penalties during this period shall be valid only for the paid part of the debt, the outstanding amount of the debt shall be calculated from the day, following the payment date. The grace period shall not apply if the loan is repaid by refinancing.

### 3. LOAN AGREEMENT TERMS AND PROCEDURE

**3.1.** The Rules for Loan Granting determine the decision making procedure and conditions by the Lender on the loan issuance or denial to the Applicant based on the Loan Application completed on the website.

**3.2.** The Loan Agreement is deemed as duly concluded in writing in accordance with the Civil Code of Kazakhstan from the date of debiting the funds from the Lender's account to the Borrower's account, and such conclusion shall be confirmed by the Lender's payment order. The terms and conditions of the Loan Agreement shall be determined by the Loan Application on the terms of NANO LOAN and these General Terms and Conditions of NANO BORN Loan Agreement. The issues which are not regulated by the Loan Application and the General Terms and Conditions of the NANO Loan Agreement shall be governed by the Rules for Loan Granting. ■

**3.3.** Subject to the provisions of this clause, if the Lender agrees to provide the Loan, the Borrower shall have the liability to part the third party, having the relevant contractual relationship with the Lender, for verification of the information about the Borrower (such operation may be referred to by the term "Quick Issue" in the Borrower's personal account at the Lender's website), including:

- verification of the Borrower's personal data;
- assessment of the Borrower's solvency;
- assessment of the Borrower's creditworthiness.

The amount of payment shall range from 0% to 56% of the loan amount inclusive and it depends on the risk exposure of the Lender, which is directly dependent on the Loan amount and term. The specific amount of payment is determined when the Borrower specifies in the Loan Application the amount and term of the loan and it is reflected in the present Application.

The specified payment in favor of a third party is payable by the Borrower to a third party from the Loan amount on the day the loan is received. Accordingly, the Borrower shall submit an application for receiving the loan amount, taking into account the need to make a payment in favor of a third party, therefore, the loan amount shall include the amount of payment that the Borrower shall make in favor of a third party for verifying information about the Borrower. The Lender shall transfer the Loan Amount to the Borrower minus the amount of payment in favor of a third party, which the Lender shall transfer to a third party. In the event of early repayment of the Loan, the amount of the Borrower's payment in favor of a third party shall be recalculated to reduce it based on the actual period of the Loan use.

Depending on the amount and term of the Loan, the Borrower shall have the right not to pay the above-mentioned "Quick Issue" payment (this operation will be optional in the Borrower's personal account on the Lender's Website) and the Borrower agrees that the review of its Loan Application can be extended to 10 business days at the same time. The Lender shall have the right to unilaterally set the threshold values for the amount and term of the Loan at which the "Quick Issue" payment is subject to mandatory payment by the Borrower.

## 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

### **4.1. Lender's rights and obligations:**

**4.1.1** The Lender shall transfer the funds (the Loan amount) to the Borrower's account within 5 (five) business days from the positive decision on Loan's issuance made by the Lender.

**4.1.2.** The Lender shall post any changes to the Rules for Loan Granting, the Loan Agreement or Lender's details at its website.

**4.1.3.** The Lender shall ensure that the Borrower's personal data is processed and protected in accordance with the acting laws of the Republic of Kazakhstan.

**4.1.4.** In case of any violation of obligations by the Borrower under the Loan Agreement, the Lender may assign its claims to a third party at its discretion and without any additional Borrower's consent by signing an agreement.

**4.1.5.** The Lender is entitled to assign its claims under the Loan Agreement to any third party in full or partially. At the same time, the Lender is entitled to disclose any information, about the Loan, the Debt, the Borrower, required for the assignment to such third party, and its agents and any other authorized persons and to provide the related documents to such parties, including the Loan Application.

**4.1.6.** The Lender or the party to which the Lender assigns its claims under the Loan Agreement in full or partially, and its agents and any other authorized persons, may send/provide the Borrower with a notice about the assignment with documents attached about the claims assigned by the Lender under the Loan Agreement, with the account specified for payments in respect of the assigned rights. The Borrower shall fulfill its obligations on the assigned rights according to the details and the procedure specified in the

related notice.

**4.1.7.** The Lender demand the Borrower to perform its obligations, taken under the Loan Agreement and the Rules for Loan Granting.

**4.1.8.** If the Borrower fails to properly fulfill its obligations under the Loan Agreement, the Lender has the right to demand the Borrower, to pay penalties, fines and other expenses, losses, as well as payments to a third party for the delay notices in accordance with the Loan Agreement (i.e., in accordance with with the terms of the Loan Application subject to the terms of NANO LOAN and the present General Terms and Conditions of the NANO Loan Agreement.).

**4.1.9.** The Lender shall have the right to unilaterally terminate the Loan Agreement under the terms of the Loan Agreement.

**4.1.10.** If the Borrower delayed the loan payment or transferred the insufficient amount for the full debt repayment within a term, specified by the Loan Agreement, the Lender shall have the right to send the available negative information about the Borrower's payment history to the credit bureau.

**4.1.11.** If the Borrower delayed the loan repayment/untimely returned the loan, the Lender shall have the right to contact the collection agency to collect the debt from the Borrower via a pre-trial procedure or to address the court with a debt claim.

**4.2. Borrower's rights and obligations:**

**4.2.1.** The Borrower shall repay the Loan Amount to the Lender and to pay the interest accrued under the Loan Agreement, within the term and procedure provided in the Loan Agreement.

**4.2.2.** The Borrower undertakes to pay the penalties and other fines within 3 (three) calendar days from the date of receipt of the payment request from the Lender for such amounts, as well as to make payments to a third party in accordance with the terms of these General Terms and Conditions.

**4.2.3.** The Borrower shall have a right for an early, full or partial repayment of the Loan and to pay the interest according to the present General Terms and Conditions.

**4.2.4.** The Borrower shall not disclose its login and password for the Personal Account to any third parties.

**4.2.5.** The Borrower shall immediately notify the Lender, if a third party becomes aware of:

- Borrower's personal data, which can be used to issue a loan to a third party,
- data for accessing the Borrower's Personal Account (login and password).

**4.2.6.** The Borrower shall not assign its rights and obligations under the Loan Agreement to any third parties.

**4.2.7.** The Borrower shall immediately notify the Lender about any changes in personal data, specified in the Loan Application, about any loss of ID documents, loss of a mobile phone, by calling and/or by an email, sent to the Lender's address: [help@kredit24.kz](mailto:help@kredit24.kz)

**4.2.8.** In the event of non-fulfillment of the taken obligations, the Borrower shall pay the debt to the Lender in accordance with the terms of the agreement, to take all measures for the pre-trial settlement of the dispute with the Lender.

**4.2.9.** The Borrower is entitled to file Loan Applications repeatedly, upon full repayment of the previous loan to the Lender.

## 5. TERMS AND CONDITIONS, RELATED TO THE INTEREST, AEIR AND THE LIMIT PAYMENT AMOUNT

**5.1.** The interest rate for the loan provision by the Lender to the Borrower is equal to 0.19%.

**5.2.** The Lender's loan interest is calculated based on the loan amount from the date of debiting the loan amount from the Lender's account and until and including the date of payment.

**5.3.** The Interest is paid by the Borrower to the Lender on the date and within the procedure specified for the Loan repayment (date of payment), subject to the Loan Application.

**5.4.** The annual effective interest rate (AEIR) shall be 100% (one hundred percent) of the amount of the issued Loan. The rules for calculating the annual effective interest rate under the Loan Agreement shall be determined by a regulatory legal act of the National Bank of the Republic of Kazakhstan.

**5.5.** All payments of the Borrower under the Loan Agreement, including the interest amount, penalties (fines, penalties), fees and other payments provided for in the Loan Agreement, except for the Loan, cannot exceed the amount of the Loan issued for the entire term of the Loan Agreement.

## 6. LOAN REPAYMENT AND INTEREST PAYMENT PROCEDURE

- 6.1.** The Borrower shall repay the Loan and pay the interest accrued according to section 5 hereof by a lump sum on the Date of Payment.
- 6.2.** When the Lender receives the funds from the Borrower before the date of payment on the Loan, depending on the amount, they are allocated for early full or partial repayment of the Loan under the terms and conditions defined in this section.
- 6.3.** The funds available at the Borrower's balance sheet, upon the occurrence of the Payment Date, shall be sent to repay the debt under the Loan Agreement upon the Payment Date in the order of priority, provided for by the General Terms and Conditions of the Loan Agreement.
- 6.4.** The Borrower is entitled to make the early, full or partial repayment of the Loan and pay the interest.
- 6.5.** If the Borrower makes the early repayment of the Loan within 7 (seven) days from the date of the Loan Agreement, the Borrower shall pay the Interest accrued onto the Loan, based on the minimum term of the Loan provided in the clause 3.2. Chapter 3 of the Rules for Loan Granting. The Loan is repaid by a lump sum, which includes the Loan and interest accrued.
- 6.6.** Early repayment of the Loan at the expiry of the minimum term of the Loan provided in clause 3.2., Chapter 3 of the Rules for Loan Granting shall be made by a lump sum, which includes the Principal Debt and the interest accrued on the date of Interest payment calculated according to section 5 hereof.
- 6.7.** The loan may be repaid in part of the accrued remuneration, under the conditions, stipulated by the **Bonus program.**
- 6.8.** The Borrower assumes the risk of delayed payments when transferring the funds for repayment of the loan and the interest in favor of the Lender. In order to avoid delayed payments by the Borrower, the funds should be transferred in advance.
- 6.9.** When the Lender receives funds from the Borrower, the debt is repaid as follows:
1. Payments/costs for the delay notices;
  2. Penalty (charge, fine);
  3. Interest;
  4. Loan Amount.
- 6.10.** By sending the Loan Application and upon receiving a loan from the Lender, the Borrower agrees that the Lender shall withdraw money from its Account.
- 6.11.** Borrower's payment obligations under the Loan Agreement are deemed repaid, if the Debt amount is received in the Lender's banking account in full.
- 6.12.** The Borrower assumes responsibility for payment of the interest and other payments charged by the third party from the Borrower for any transfers. At the same time, the Parties agreed that if the Borrower pays the funds, allocated for repayment of the Loan in excess, they shall be returned under the terms of this Agreement, in the sum, exceeding the amount of the transfer fee. In case if the amount of the above overpayment is less than the amount of the fee for the money transfer to the Borrower, the Parties agreed that such amounts shall be non-refundable.
- 6.13.** In case of cashing of the Loan, the cashing fees are charged from the Borrower, according to the fixed tariffs of the bank that issued the card/in which the Borrower opened the current account.
- 6.14.** The Borrower is responsible for any transfer of the larger amount than the payable amount provided in the Loan Application to the Lender's account. The Lender shall not return any amounts received in its account.
- 6.15.** All settlements under this Loan Agreement shall be made in the national currency of Kazakhstan - Tenge - by transfers of funds to the accounts of each Party.

## 7. LIABILITY

- 7.1.** In case of nonperformance of obligations under the Loan Agreement, the Parties shall bear responsibility in accordance with the acting Law of Kazakhstan.
- 7.2.** For any violation of the Agreement, the faulty Party shall reimburse any losses suffered from such violation, including the lost benefit, as provided by the acting Law of Kazakhstan.
- 7.3.** The Lender has the right to demand, and the Borrower is obliged to pay a penalty for violation of the obligation to return the Loan Amount and (or) payment of the interest. Penalty (charge, fine) for violation of the obligation to repay the Loan Amount and (or) payment of the interest under the Loan Agreement is

equal to 0.5 percent of the amount of the outstanding debt for each day of delay, but not exceeding ten percent per year of the issued Loan amount.

**7.4.** The Borrower shall pay such penalty within 3 (three) calendar days from the receipt of Lender's requirement by email, and/or an SMS message, and/or by the phone, and/or by a courier to the address of registration and/or actual residence.

**7.5.** Payment of the penalty shall not release the Borrower from its obligations to repay the Loan Amount and the relevant interest.

**7.6.** The Borrower is entitled to require from the Borrower the early termination of the Loan Agreement and repayment of the loan amount and interest, and the forfeit, in case of one of the following:  
if the Lender becomes aware that the Borrower provided the false information in its Loan Application;  
if the Lender becomes aware of the facts that the Borrower deliberately concealed or failed to inform the Lender, which significantly and adversely affect the Borrower's solvency, as property claims raised against the Borrower by a court order, a criminal case opened against the Borrower, Borrower's dismissal and other;  
if the period for which the Borrower delayed his/her payment of the restructuring debt and interest to the Lender is 15 (fifteen) calendar days from the date of the Payment Schedule specified in the Debt Restructuring Application.

**7.7.** The Borrower can get a grace period.

## 8. EARLY TERMINATION OF THE AGREEMENT

**8.1.** The Agreement can be early terminated upon agreement of the Parties by full repayment of the Principal Debt and the interest by the Borrower according to these General Terms and Conditions.

**8.2.** The Agreement is deemed early terminated upon crediting of the debt to the Lender's banking account, including, but not limited to the Principal Debt, interest and the penalty.

## 9. DISPUTE RESOLUTION

**9.1.** The Parties shall take measures on resolving any possible disputes and disagreements arising under the Agreement or related thereto through negotiating.

**9.2.** The Lender shall have the right to take any action that does not contradict the current legislation of the Republic of Kazakhstan, to protect their own rights and interests infringed or violated by non-performance or improper performance of obligations under the Agreement by the Borrower under the Loan Agreement. At the request of the Lender, the Borrower shall pay all the related costs and expenses of the Lender, including and not limited to, the administrative, court expenses, as well as the costs, related to the pre-trial recovery of the debt in the amount of 2.5% of the Principal Debt for each day of delay. All the disputes, disagreements or claims between the Lender and the Applicant (Borrower), including, but not limited to, the conclusion, amendment, termination and performance of the Loan Agreement, recovery of the debt amount, penalty (penalty, charge) payments in favor of the third party, invalidation of the Loan Agreement as a whole and (or) of its individual provisions, invalidation of the Rules for the Loan Provision of Kredit 24 LLP, the General Terms and Conditions of the NANO Loan Agreement in general and (or) their individual provisions, recognition of the Lender's illegal actions for damages, lost profits, moral harm, subject to the settlement in the pretrial order, in case of not reaching such an agreement, all the disputes and disagreements shall be settled by the courts of local jurisdiction of the Republic of Kazakhstan.

## 10. RESTRUCTURING

**10.1.** If the Borrower delayed the term of performance of his/her Loan repayment and interest payment obligations, and the delay exceeded 30 (thirty) calendar days, the Borrower may send to the Lender via his/her Personal Account on the Lender's website a Debt Restructuring Application and confirm his/her consent by entering a code received by SMS-message to the Applicant's phone number specified by the Borrower at registration on the website. The Borrower shall make the 25% (twenty-five) payment of the

debt amount within one business days (the date of application). The Restructuring Application shall be accepted by the Lender within 5 (five) business days from its sending by the related notice sent by the Borrower to the Lender by email or SMS, which confirms the receipt of the above funds.

**10.2.** The Restructuring Application establishes the payment amount for using the Loan within the period from the date of acceptance of the Debt Restructuring Application and until full performance of its obligations by the Borrower under the Loan Agreement.

**10.3.** The period of extension of the Loan Agreement in case of restructuring shall be fixed by the Borrower, but shall not exceed 3 (three) months. In the exceptional cases and by the Lender's decision, such a period may be extended.

**10.4.** For the restructuring period, the interest provided in clause 5.1.5.1. hereof, and penalties provided in the article 7 hereof, shall stop accruing from the date of the Debt Restructuring Application sent by the Borrower.

**10.5.** If the Borrower violates the payment procedure provided in the Payment Schedule and partially repaid the Debt, the penalties and interest shall be accrued onto the outstanding debt amount, provided in the Debt Restructuring Application from the date following the day, when the payment was made according to the Payment Schedule for restructuring, and until and including the date of performance of the debt repayment obligation by the Borrower.

**10.6.** If the Borrower makes no payments within 10 (ten) calendar days according to the payment procedure provided in the Payment Schedule for restructuring, the Lender may require to return the full remaining amount of the Debt or assign the claims of the Borrower's debt to the Lender to any third parties, without any preliminary notice to the Borrower. The Lender may assign its claims for the Borrower's debt to the Lender to the third parties at any time without observing the 10 (ten) day-period provided herein.

## 11. REFINANCING

**11.1.** If the Borrower submits the Loan Application for the refinancing, the Borrower shall repay the accrued interest and part of the Loan under the already concluded Loan Agreement in the amount of payment for the third party for verification of the information about the Borrower, penalty (fines, charges) for late payments and the costs.

In case of receiving the amount from the Borrower, exceeding the required amount of payment, this amount will be kept at the Balance. The funds available at the Borrower's Balance shall be allocated to repay the debt under a newly issued Loan upon the Payment Date in the order of priority, provided for by the General Terms and Conditions.

**11.2.** The Borrower agrees that the Loan provision according to the refinancing procedure, will be ensured by paying the Loan under the already concluded Loan Agreement. The interest shall be calculated from the date of refinancing and to the date of the payment, inclusively.

**11.3.** Refinancing can be made through the payment terminals. If the Borrower chooses the refinancing, he shall select the parameters for refinancing at the terminal and make the necessary repayment, as provided in the clause 11.1. of these General Terms and Conditions. The receipt of such payment by the Lender shall be considered as an acceptance of the refinancing conditions, offered by the Borrower.

**11.4.** Other terms and conditions, specified in the present General Terms and Conditions shall apply to the Refinancing Loan, unless otherwise specified in this section.

## 12. DELAY NOTICES REGARDING THE DELAYED RETURN OF THE LOAN AND (OR) PAYMENT OF THE INTEREST

**12.1.** Shall the Borrower delay the Loan and (or) interest payment, the relevant notices shall be sent to him. The notices shall be sent within 30 days of delay on a daily basis, after such a period- once per every 10 calendar days, with the below- mentioned limitations. The notices shall be sent to the Borrower's e-mail, either by phone messages, or via the Borrower's Personal Account at the website, or by letter with a notification.

**12.2.** During the period of the Loan Agreement validity, the Borrower shall check E-mail notices, phone messages, telegraph and postal messages daily, as well as to answer the phone calls, check the information in the Personal Account at [www.kredit24.kz](http://www.kredit24.kz). The Borrower's explanations that he didn't check the received notice in time (for any reason) or could not (for any reason) answer the phone call,

shall not be taken into account. Proof of receipt of a notification by the Borrower by any of the indicated methods shall be the fact that the notice was made, including the phone call which was not answered by the Borrower.

**12.3** . The indicated notices for the Borrower regarding the delay in repayment of the loan and (or) payment of interest shall be made before the Borrower repays the outstanding debt under the the loan and payment of interest, but not more than during 60 (sixty) days of delay and ( or) not more than the period when the amount of payments for notifications together with other payments of the Borrower under the Loan Agreement (except for the loan repayment) will be equal to 100% of the amount

### 13. PERSONAL DATA

**13.1.** When submitting the Loan Application, the personal data, specified in the Application for the Loan Provision, shall be collected, processed, stored and transferred to the third parties for the purpose of entering into and executing the Loan Agreement, collecting debt, as well as in other cases, in accordance with the laws of the RoK and (or) internal documents of the Lender, when there is a need for the collection, processing, transmission of such personal data.

**13.2.** Collection and processing of personal data shall be made by third parties as well, with the automation tools or without such tools, including collection, recording, classification, accumulation, storage, clarification (updating, changing), extraction, use, transfer (provision, distribution, accessing), including a cross-border transfer, depersonalization, blocking, removal and destruction of information and data about the Application, and the above processing of Applicant's personal data received from its processing.

**13.3.** With the Loan Application, the Applicant gives its consent for collection and processing of its personal data, provided to the Lender via the website in a free, independent manner and for its benefit, orally or in writing, with the communication means, and in accordance with the acting laws of Kazakhstan.

**13.4.** The Applicant agrees to receive the information from the Lender by phone, email and any other delivery of advertising campaign, including the SMS distribution, with information about the Loan maturity terms and/or delayed payment of the Loan.

**13.5.** The consent is provided for the period provided by the legislation of Kazakhstan and can be withdrawn upon the Borrower's written request. In case of withdrawal, personal data processing shall be stopped, provided that the Loan Agreement is terminated and the debt under the Loan Agreement is fully repaid by the Borrower within 5 (five) calendar days from the date of termination of the Loan Agreement.

### 14. FINAL PROVISIONS

**14.1.** The Loan Agreement is deemed as duly concluded in writing in accordance with the Civil Code of Kazakhstan and comes into effect from the date of debiting the funds from the Lender's account to the Borrower's account to the Borrower's account, and such conclusion is confirmed by the Lender's payment order.

**14.2.** The Loan Agreement is valid until full fulfillment by the Parties of their obligations assumed hereunder.

**14.3.** When concluding the Loan Agreement, the Parties are entitled to use the electronic communication channels: email, website, SMS. The Parties with this Loan Agreement have agreed that all actions made when using the electronic communication channels agreed by the Borrower are the legally valid transactions that equal the written transactions, and have similar legal consequences as the written documents signed by the Borrower and the Lender.

**14.4.** The Loan Application received by the Lender, completed by the Applicant on the website and signed by entering the code received by SMS to the Applicant's phone number, confirms his/her consent for disclosure of any information about him/her, his/her financial and other liabilities available at credit bureaus and that will be received by credit bureaus in future to the Lender from a credit bureau(s).

**14.5.** The provisions of the present General Terms and Conditions can be amended by the Lender. At the same time, the introduced amendments can not be valid for the acting Loan Agreements, except for the cases of decreasing the interest rate, penalty amounts, fines, charges and fees.