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	<p style="text-align: center;">ОТКРЫТОЕ АКЦИОНЕРНОЕ ОБЩЕСТВО «АЙЫЛ БАНК» АЧЫК АКЦИОНЕРДИК КООМУ «АЙЫЛ БАНК» THE OPEN JOINT-STOCK COMPANY «AIYL BANK»</p>

**TERMS AND CONDITIONS OF MONEY TRANSFERRING
IN “BEREKE” MONEY TRANSFER SYSTEM OF THE OJSC “AIYL BANK”**

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Terms and conditions of money transferring in “Bereke” money transfer system of the OJSC “Aiyl Bank”

CHAPTER 1. GENERAL PROVISIONS

1. The terms and conditions of money transferring in “Bereke” money transfer system (hereinafter referred to as the “Terms and Conditions”) shall determine the procedure and essential conditions for making money transfers in “Bereke” money transfer system (hereinafter referred to as “Bereke” system) in the national or a foreign currency and shall be an official offer (public offer).
2. The customer’s performance of any actions indicative of its intention to make a money transfer through “Bereke” system shall be a complete and unconditional acceptance of these Terms and Conditions without any exemptions and/or restrictions.
3. The text of these Terms and Conditions shall be published on the official website of the system operator at www.ab.kg. Participants of “Bereke” system shall undertake to place these Terms and Conditions at customer service points, including money transfer points, as well as on the official participant’s website in the Internet.

CHAPTER 2. TERMS AND DEFINITIONS

1. An **operator of the money transfer system** (hereinafter referred to as the operator / system operator) shall be a legal entity that shall have relevant authorization documents issued by the National Bank of the Kyrgyz Republic and ensure functioning of the money transfer system. To develop the infrastructure and access points to the money transfer system, the system operator shall conclude an agreement with the system participants, according to which the system operator and participants shall be obliged to carry out their activities of rendering zero-address money transfer services without opening a bank account in accordance with the System Rules and the legislation of the Kyrgyz Republic.
 - 1.1. The system operator shall specify the “Bereke” System Rules.
 - 1.2. The operator of “Bereke” system shall be the OJSC “Aiyl Bank”.
2. The **operator of payment infrastructure services** shall be the financial settlements center.
3. **“Bereke” money transfer system** shall be a set of financial and credit institutions and commercial organizations, interacting under the “Bereke” System Rules for the purpose of making zero-address money transfers, including the system operator, financial settlements center, and the system participants who have joined the system for the purpose of customer servicing. The system shall suppose participation in the system with opening of a correspondent account and without opening of a correspondent account with the OJSC “Aiyl Bank”. The system operator and participants can serve as a financial institution that sends and receives money transfers when servicing customers.
4. The **subjects of the money transfer system** shall be the operator of payment infrastructure services and the system participants.
5. **“Bereke” software** shall be the “Bereke” system software, which provides access to “Bereke” system for the system participants to perform money transfer transactions.
6. A **money transfer system** shall be a type of payment system for a payment system participant’s accepting payments from the population with the condition that these funds will be paid to the beneficiary. The money transfer system supposes money transfers both within the country (local ones) and with crossing of the state border of the Kyrgyz Republic (international, transboundary ones). Each money transfer in the system shall be assigned a MTCN (money transfer control number).

7. A **money transfer control number** (hereinafter referred to as the MTCN/transfer code) shall be the unique identification number of the transfer, which shall be assigned by the system operator to each money transfer, when sending it, and being one of the requisites for the transfer. The MTCN can consist of up to 10 digits and shall have its uniqueness within thirty (30) calendar days.
8. A **money transfer without opening a bank account (hereinafter referred to as the transfer/money transfer)** means a transfer of funds, a banking transaction that shall be performed by a system participant by accepting cash funds from an individual in the national or a foreign currency and further transferring it to the specified individual (beneficiary) in the Kyrgyz Republic or abroad through the money transfer system. Any money transfers without opening an account between legal entities or citizens engaged in entrepreneurial activities shall be prohibited.
9. An **electronic order** means electronic information on a money transfer, formed in the money transfer system in accordance with the established formats of the system and containing all the necessary data about the money transfer, the sender and the beneficiary.
10. An **agent** shall be a non-bank financial and credit institution and/or an organization that shall be contracted by the participant or the operator for the purpose of carrying out activities on their behalf.
11. A **participant** shall be a financial and credit institution that shall conclude an agreement with the operator on participation in “Bereke” system.
12. A **partner** means an organizer of its own money transfer system, a payment institution that has concluded an agreement with the operator on arrangement of transfers between the two systems.
13. A **system participant** shall be a commercial organization (agent/participant/partner) that shall render money transfer services to the population in the territory of the Kyrgyz Republic and abroad through “Bereke” money transfer system according to the System Rules and shall sign the principal agreement with the system operator. The system participant must meet the criteria for participation in the money transfer system specified by the System Rules.
14. The **CJSC “IPC”** shall be the CJSC “Interbank Processing Center”.
15. An **Issuing Bank** means a commercial bank, issuing ELCART bank payment cards, on the basis of the CJSC “IPC”.
16. An **ELCART bank payment card (hereinafter referred to as the ELCART card)** shall be an ELCART bank payment card issued by any Issuing Bank being a resident of the Kyrgyz Republic that has concluded an appropriate agreement with the CJSC “IPC”.
17. A **payment terminal (hereinafter referred to as the terminal)** shall be an electronic software and hardware unit of the system participant intended for making a money transfer without participation of an authorized person of the system participant, by accepting cash funds, and also for drawing up documents confirming the respective transactions.
18. **AML/CFT** shall be counteracting the legalization of criminal proceeds (anti-money laundering) and combating the financing of terrorist or extremist activities.
19. A **temporary code** shall be a unique set of symbols that shall be sent to the number of the sender that has previously sent a money transfer through “Bereke” system and passed the identification process. The password shall be valid for only one authentication session within a limited period of time.
20. A **money transfer point** (hereinafter referred to as the MTP, point of sending, point of issue) shall be a structural unit of the system participant registered in “Bereke” system, which accepts and issues money transfers. Its registration shall be carried out on the basis of an application for the MTP registration after the system participant signs the principal agreement with the system operator. The system participant who has registered the MTP in the system shall perform settlements within “Bereke” system for transactions made through the MTP and shall be responsible for the MTP actions.

21. **Authentication** means the procedure for authenticating a sender by comparing its personal data entered in a payment terminal with the saved data in the database of “Bereke” system.
22. **Irrevocability of a money transfer** shall be a characteristic of the money transfer, indicating absence or termination of the possibility of revocation of the order for the money transfer at a certain point of time.
23. **Unconditionality of a money transfer** shall be a characteristic of the money transfer, indicating absence of conditions or fulfillment of all conditions for the money transfer at a certain point of time.
24. **Finality of a money transfer** shall be a characteristic of the transfer of funds, indicating provision of funds to the beneficiary at a certain point of time.
25. An **identity document** means a document certifying the identity of the sender/beneficiary of the money transfer in accordance with the legislation of the country where the money transfer is sent from.
26. **Application** shall be an order of the sender and/or the beneficiary to initiate sending or issue of the money transfer, a request of the sender related to termination of the agreement (Application) and refund of the money or change in details of the money transfer, provided to the sending system participant and/or the issuing system participant. Within the framework of these Rules, the following applications are distinguished:
 - An application for sending a money transfer to be paid out in cash (according to Annex 3 of the Rules of “Bereke” money transfer system), including the receipt issued by the payment terminal when sending a money transfer through it;
 - An application for sending a money transfer to a payment card, on the basis of the CJSC “IPC” (according to Annex 4 of the Rules of “Bereke” money transfer system);
 - An application for sending a money transfer to a bank account (according to Annex 5 of the Rules of “Bereke” money transfer system);
 - An application for receiving a money transfer in cash (according to Annex 6 of the Rules of “Bereke” money transfer system);
 - An application for making changes to details of a money transfer to be paid out in cash (according to Annex 7 of the Rules of “Bereke” money transfer system);
 - An application for refund of a money transfer to be paid in cash (according to Annex 8 of the Rules of “Bereke” money transfer system);
 - An application for refund of a money transfer sent to a payment card on the basis of the CJSC “IPC” (according to Annex 9 of the Rules of “Bereke” money transfer system);
 - An application for refund of a money transfer sent to a bank account (according to Annex 10 of the Rules of “Bereke” money transfer system).

The above Applications shall be qualified as an agreement between the customer (the sender and/or the beneficiary) and the system participant.

27. A **BIC** shall be a unique identifier of a participant and its branches in the payment system of the Kyrgyz Republic, and shall serve to ensure a payment routing and delivery to participants in the payment system of the Kyrgyz Republic.
28. A **customer** shall be an individual (resident/non-resident of the Kyrgyz Republic) sending and/or receiving a money transfer through “Bereke” system.
29. A **customer code** shall be a unique customer number generated and assigned by “Bereke” system when sending/receiving a money transfer or registering at a MTP point. The MTP point teller may perform individual registration of the customer in “Bereke” system without making a money transfer by entering the necessary data of the identity document of the customer for identification according to the Bank’s internal regulatory documents and the requirements of the AML/CFT policy.
30. A **sender** shall be a customer initiating a money transfer sending without opening a bank account, while paying cash funds to a cashier or through a payment terminal to the system participant for sending them to the beneficiary indicated by the sender.

31. A **beneficiary** shall be a customer specified by the sender as the beneficiary of a money transfer without opening a bank account. The sender and the beneficiary may be the same person.
32. A **sender’s request** shall be the sender’s will to send a money transfer to the beneficiary, made by the sender within “Bereke” system, in the form of an application for sending money to the specified addressee (transfer to be paid out in cash / transfer to an ELCART payment card / crediting to a bank account) in electronic format and printed on paper.
33. A **transfer amount** shall be an amount of money that is payable/credited to the beneficiary by the issuing system participant.
34. A **fee** shall be an amount of money collected from a customer in excess of a transfer amount in favor of the system participant for rendering a money transfer service and specified by the system operator.
35. A **sending system participant** shall be a system participant that accepts cash funds from the sender in cash form without opening an account and accepts the sender’s request to make a money transfer in favor of the beneficiary. The sending system participant can simultaneously be the issuing system participant.
36. An **issuing system participant** shall be a system participant who implements the sender’s request by making a payment in cash form or crediting the sender’s funds to a card/bank account of the beneficiary.
37. A **Call Center** shall be a structural unit of the system operator, engaged in the processing of the customer requests via voice channels of communications, by e-mail, as well as in the online chat mode on the official website at www.ab.kg.

CHAPTER 3. PROCEDURE FOR MONEY TRANSFERRING

3.1 SENDING A MONEY TRANSFER TO BE PAID OUT IN CASH

1. Sending of a money transfer shall be made by the sending system participant in the manner established by the legislation of the Kyrgyz Republic, inter alias in accordance with the Law on Counteracting the Legalization of Criminal Proceeds (Anti-Money Laundering) and the Financing of Terrorist or Extremist Activities (hereinafter referred to as the AML/CFT Law), as well as in accordance with the regulatory acts of the National Bank of the Kyrgyz Republic, the system participant or the system operator.
2. Sending a money transfer shall be made on the basis of the Application for sending a money transfer to be paid out in cash, which shall be filled in by the sending system participant in “Bereke” system in electronic form according to the information provided by the sender and being necessary for making the money transfer, and according to the identity document of the sender.
3. The application for sending a money transfer to be paid out in cash shall contain the following data:
 - full name of the sender and the beneficiary;
 - data of the identity document of the sender;
 - sender’s TIN;
 - phone number of the sender and / or beneficiary;
 - amounts of the transfer and fee;
 - the transfer currency;
 - the money transfer control number (MTCN);
 - name and address of the point of sending and the point of issue at the customer’s request;
 - date and signature of the sender.
4. The application shall be printed and submitted for verification and certification by the handwritten signature of the sender.

5. Since the application is signed, the sender shall bear full responsibility for accuracy of the information it provided when initiating sending of the money transfer.
6. The application signed by the sender shall be an order to the sending system participant to make a money transfer.
7. After the sender’s identification is carried out, with the signed application available, the sender shall provide the employee of the sending system participant with money in the amount of the transfer and fee for making the money transfer. The sending system participant can receive the funds only in cash; the money transfer fee shall be calculated by the sending system participant based on the tariffs, being effective at the moment of accepting a money transfer, as specified in “Bereke” system.
8. The sender can preliminary review the tariffs at a money transfer point of the sending system participant, on the official website at www.ab.kg or by contacting the Call Center by the phone number +996 (312) 68-00-00. The sending system participant shall undertake not to collect any additional fee from the sender, except for the fee specified, or any other remuneration, howsoever called and whatever it was expressed in.
9. When a money transfer is accepted, a MTCN shall be automatically assigned to it. This number shall be indicated in the documents for sending the money transfer and notified to the sender. The MTCN shall be confidential information that must be known only to the sender and the beneficiary of the transfer.
10. The sender may not disclose the MTCN and other details of the money transfer (both partial and full data) to any third parties, except for the beneficiary, and shall take measures to prevent its disclosure, and shall be solely responsible for such a disclosure and/or the risk of taking no measures.
11. The sender undertakes to notify the beneficiary on the money transfer sending and provide all necessary information on the transfer, including the MTCN, the transfer amount, the full name of the sender. As a confirmation of the money transfer, the sending system participant shall issue a cash order or a check to the sender. The sender shall keep the documents of the transfer till the money transfer issue to the beneficiary.
12. While making a money transfer, the sender confirms that:
 - the money transfer is not related to performance of any entrepreneurial activities and / or other illegal activities;
 - the money transfer is not intended for the benefit of any third parties;
 - the transfer is a private money transfer for current expenditures;
 - it bears personal responsibility for the information accuracy;
 - it agrees to receive free SMS with information about new products, services, promotional campaigns and other information of an advertising nature.
13. The system participant / the operator shall not be responsible for:
 - incorrectness of the sender / beneficiary mobile phone number specified by the sender;
 - the mobile communication operator’s non-delivery of the SMS sent by “Bereke” money transfer system;
 - the “transfer code” and “notification of receipt of funds” becoming known to unauthorized persons when receiving the SMS;
 - refusal to issue a money transfer if the information about the beneficiary specified by the sender is different.

3.2 SENDING A MONEY TRANSFER TO A BANK ACCOUNT

1. Within the framework of “Bereke” system, the sender may send a money transfer with the purpose of crediting funds to the beneficiary’s bank account opened with one of the branches of the bank accounts servicing of the system participants.
2. Sending a money transfer to a bank account shall be made based on the application for sending a money transfer to a bank account. The application shall be printed and submitted

for verification and signing to the sender and then shall be certified by the handwritten signature of the sender.

3. To send a money transfer to a bank account, the sender shall provide the employee of the sending system participant with the following information necessary for the transfer of funds:
 - full name of the sender;
 - data of the sender’s identity document;
 - name of the bank, BIC and the number of the beneficiary’s bank account;
 - amount of the money transfer;
 - signature of the sender.
4. Transfer of funds to a bank account shall be considered final and irrevocable at the moment of the funds crediting to the bank account.
5. Any money transfers not accepted by the beneficiary’s bank within two (2) business days and if the money transfer is revoked by the sender before it is credited, shall be refunded to the sender according to the application of the specified form for refund of a money transfer sent to a bank account. Refund of the principal amount of the transfer shall be possible only if the customer beneficiary returns the sent money; therewith the amount of the fee paid shall not be refundable.
6. The system participant /operator shall not be responsible for incorrectness of details of the beneficiary’s bank account specified by the sender.
7. All responsibility for the incorrect details shall be borne by the sender, who undertakes to resolve all disputes at its own expense and take actions to refund the money transfer, without filing any claims / demands to the system participant/operator.

3.3 SENDING A MONEY TRANSFER TO AN ELCART PAYMENT CARD

1. Within the framework of “Bereke” system, the sender can send a money transfer with the purpose of crediting funds to an ELCART payment card issued by the issuing bank.
2. Sending a money transfer to an ELCART payment card shall be made based on the application for sending a money transfer to an ELCART payment card. The application shall be printed and submitted for verification and certification by the handwritten signature of the sender.
3. To send a money transfer to an ELCART bank payment card, the sender shall provide the employee of the sending system participant with the necessary information for the transfer of funds:
 - full name of the sender;
 - data of the sender’s identity document;
 - number of the beneficiary’s ELCART payment card;
 - amount of the money transfer;
 - signature of the sender.
4. The money transfer to the ELCART payment card shall be considered final and irrevocable at the moment of the money transferring/crediting to the ELCART payment card.
5. The refund of the principal amount of the transfer shall be possible only if the issuing bank returns the sent funds. Refund shall be made on the basis of the application for refund of a money transfer sent to an ELCART card. To refund a transfer sent to an ELCART payment card, the sender shall pay the fee for investigation, while the amount of the fee paid shall not be refundable.
6. The system participant/operator shall not be responsible for incorrectness of details of the number of the beneficiary’s card specified by the sender.
7. All responsibility for incorrect details shall be borne by the sender, who undertakes to resolve all disputes independently and take actions to refund the money transfer, without filing any claims/demands to the system participant/operator.

3.4 SENDING A MONEY TRANSFER THROUGH A PAYMENT TERMINAL

1. Within “Bereke” system, the sender can send a money transfer through a payment terminal. At the same time, the sender and the beneficiary must be identified customers of “Bereke” system (which were registered in one of the money transfer points or previously sent/received money transfers through the money transfer point).
2. If the sender and the beneficiary have not previously made a money transfer through “Bereke” system, they can be identified by registration in one of the MTPs. In order to register, the sender and the beneficiary must visit one of the MTPs and provide the employee of the “Bereke” system participant with the following necessary information in order to obtain the customer code:
 - full name;
 - Identity document data.
3. To send a money transfer through the terminal, the sender must enter the following necessary data to send a money transfer with use of the terminal’s on-screen menu and make sure of their correctness: the sender’s and the beneficiary’s customer code, the transfer amount. It shall pay the transfer amount in cash. Money transfers through the terminal are zero-address transfers.
4. The sender passes the authentication procedure in the payment terminal by sending a temporary code to the previously identified phone number in the “Bereke” system database.
5. After passing the authentication procedure, the sender can enter the data of the money transfer beneficiary.
6. To confirm sending of the money transfer, the terminal issues a check (receipt) certifying acceptance of funds and containing the MTCN and other transfer requisites.
7. The sender’s paying cash funds to the terminal and indication of the money transfer details shall be considered as the Sender’s order for the money transfer in accordance with these Terms and Conditions.
8. Amounts of all fees applicable to the money transfer shall be indicated on the terminal screen until the sender pays the funds, and also be indicated in the receipt (check) of the terminal. The sender shall keep the receipt (check) issued by the terminal till the beneficiary receives the money transfer.
9. The sender shall be responsible for accuracy and correctness of the data it specified when making the money transfer through the terminal. In case of inaccuracy of this information, the system participant/operator shall not be liable for improper implementation of the sender’s order for the transfer of funds.
10. The sender shall accept the transaction by certifying the specified data and agree to the transfer terms by clicking the appropriate menu buttons on the terminal. Then it shall pay money to the terminal and take the receipt from the terminal, indicating the MTCN and other requisites for the money transfer.
11. Any change in the money transfer details through the terminal shall be impossible after the funds payment. Changing the details of the money transfer shall be possible before paying money by pressing the button “back” in the terminal and re-entering the correct requisites.
12. The system participant/operator shall not be liable to the sender in case the latter lose the receipt (check) specified in clause 6 of this section of the Terms and Conditions.

3.5 PROCEDURE FOR ISSUE OF A MONEY TRANSFER TO BE PAID OUT IN CASH

1. Issue of a money transfer shall be made by the issuing system participant in accordance with the procedure established by the legislation of the Kyrgyz Republic, including in accordance with the AML/CFT Law, as well as pursuant to the regulatory acts of the National Bank of the Kyrgyz Republic and the system participant or the system operator.

2. In order to initiate the issue of a money transfer, the beneficiary shall, within thirty (30) calendar days from the date of its sending, apply to the MTP of the issuing system participant situated in the locality specified by the sender or in any MTP, if it was not specified. After the thirty-day period expiry, the money transfer shall become available for refund only to the sender.
3. The sender shall independently notify the Beneficiary on the money transfer sent to it, with indicating the information about the MTCN, the transfer amount and currency, the address of the issuing system participant.
4. The basis for a money transfer issue to the beneficiary shall be an application signed by the beneficiary to receive a money transfer in cash.
5. The beneficiary shall submit an identity document and indicate the MTCN, name of the sender, the money transfer amount and currency to the employee of the issuing system participant. Based on the information provided, the employee of the issuing system participant shall check the transfer availability and its readiness to be issued.
6. A money transfer shall be issued on condition that the beneficiary’s name, MTCN, the money transfer amount and currency in the electronic order for issue of the money transfer coincide with the received data in the identity document submitted by the beneficiary and with the requisites of the money transfer received by the employee of the issuing system participant.
7. In the event of a difference in the data received, the employee of the issuing system participant shall refuse to issue a money transfer and ask the beneficiary to clarify the money transfer details at the sender and then apply for a money transfer again.
8. Issue of a money transfer shall be made by the issuing system participant based on the application for money transfer in cash that shall be filled in by the employee of the issuing system participant in “Bereke” system in electronic form in accordance with the information provided and the identity document submitted by the beneficiary.
9. The application for receiving a money transfer to be paid out in cash shall contain the following information:
 - full name of the sender and the beneficiary;
 - data of the identity document of the beneficiary;
 - beneficiary’s TIN;
 - the money transfer amount and fee;
 - the transfer currency;
 - the money transfer control number (MTCN);
 - name and address of the sending point and the issuing point;
 - date and signature of the beneficiary.
10. The application shall be printed and provided for verification and certification by the beneficiary’s handwritten signature.
11. When the application is signed, the beneficiary bears full responsibility for accuracy of the information it provided when initiating the issue of a money transfer.
12. The beneficiary shall not disclose the MTCN and other details of the money transfer (both partially and fully) to any third parties, must take measures to prevent such disclosure, and be fully responsible for such disclosure and/or the risk of failure to take any measures required.
13. In order to confirm the issue of a money transfer, the issuing system participant shall issue to the beneficiary a cash issue note with the necessary requisites of the money transfer.

3.6 CHANGING A MONEY TRANSFER DETAILS

1. When transferring funds sent to be paid out in cash through the cashiers of the MTP, the sender shall have the right to make changes to the money transfer details by submitting an application for making changes to the money transfer details to the MTP of the sending

system participant. When making changes to the money transfer details, the sender shall not pay any additional fee. Making changes to the money transfer details shall be possible, if the money transfer is not paid at the time of application filing.

2. “Bereke” system supposes making changes with respect to data of the money transfer beneficiary. If it is necessary to change other requisites of the money transfer, the sender shall have the right to refund the money and make a new money transfer.
3. Changing the details of sending money to an Elcart payment card, to a bank account and through a payment terminal shall not be possible.

3.7 TERMS OF A MONEY TRANSFER REFUND

1. A money transfer, unclaimed by the beneficiary within thirty (30) calendar days or a money transfer, revoked by the sender before its issue, shall be refunded to the sender. In such cases, the sender shall not pay any additional fee, and the fee amount paid by the sender for sending a money transfer shall not be refundable. If the money transfer was not paid for the above reasons, the fee of the money transfer point shall not be refundable. The money transfer shall be refunded to the sender on the basis of its application for the money transfer refund.
2. Terms of refund:
 - 2.1. *Refund of a money transfer to be paid out in cash:*
 - If a money transfer is revoked by the sender before it is paid within one business day (sending and refund is made on the same business day), the fee amount paid by the sender for sending the money transfer shall be fully refunded to the sender.
 - If a money transfer is revoked by the sender before it is paid on the next business day (sending takes place on one business day, and refund is on another business day), the fee amount paid by the sender for sending the money transfer shall not be refundable.
 - 2.2. *Refund of a money transfer sent to an ELCART payment card:*
 - A money transfer to an ELCART payment card shall be considered as final and irrevocable at the moment of funds transferring/crediting to an ELCART bank payment card. Refund of the principal amount of the transfer shall be possible only if the issuing bank refunds the sent funds. Refund shall be made on the basis of the sender’s application, and the fee amount paid shall not be refundable. To refund the money transfer sent to an ELCART payment card, the sender shall pay a fee for investigation.
 - 2.3. *Refund of a money transfer sent to a bank account:*
 - A money transfer sent to a bank account shall be considered as final and irrevocable at the moment of funds transferring/crediting to a bank account. Refund of the principal amount of the transfer shall be possible only if the customer beneficiary refunds the sent money. A money transfer, being not accepted by the beneficiary’s bank within two (2) business days, if it is revoked by the sender before crediting, shall be returned to the sender according to the established application form. Such a refund shall be made on the basis of the sender’s application, and the fee amount paid shall not be refundable.
 - 2.4. *Refund of a money transfer sent through a payment terminal:*
 - If a money transfer is revoked by the sender before its payment, the fee amount paid by the sender for sending the money transfer shall not be refundable. Refund can be performed on the basis of the sender’s application.

3.8 PROCEDURE OF IDENTIFICATION

1. When sending a money transfer, the sender shall submit to the sending system participant an identity document, regardless of the money transfer amount. Submission of identity

documents shall be also mandatory when the Beneficiary receives the money transfer, when the money transfer details are changed, the money transfer is refunded by the sender or the customer is registered to receive the customer code.

2. Identity documents shall include the following in accordance with the current legislation of the Kyrgyz Republic:
 - 2.1. *For citizens of the Kyrgyz Republic:*
 - an electronic biometric passport of a citizen of the Kyrgyz Republic, design of 2017;
 - a passport of a citizen of the Kyrgyz Republic, designed in 2004 (ID card);
 - a passport of a citizen of the Kyrgyz Republic, designed in 1994, with non-expired validity;
 - a passport of a citizen of the Kyrgyz Republic, designed in 1994, who is aged 60 years and over, with a stamp (mark) of the Population Registration Department (hereinafter referred to as the PRD) under the State Registration Service on unlimited extending the passport validity.
 - a regular passport (international passport) of a citizen of the Kyrgyz Republic, if it contains a note of a diplomatic mission or a consular office of the Kyrgyz Republic on consular registration or permanent residence registration and on the valid residence permit of the host country, as well as on the marital status;
 - an identity card of a serviceman (officer, warrant officer, etc.)
 - a military service card of an army conscript;
 - other documents recognized as identity documents in accordance with the legislation of the Kyrgyz Republic.
 - 2.2. *For foreign citizens:*
 - a passport of a foreign citizen with a stamp (mark) on registration (registration card)
 - an internal passport and other document valid in the country of the foreign citizen (for citizens in respect of whom the visa-free regime is established);
 - 2.3. *For stateless persons:*
 - a certificate of a stateless person, as well as a document issued by a foreign state and recognized as a document certifying the identity of a stateless person in accordance with an international treaty signed by the Kyrgyz Republic;
- If necessary, additional documents can be requested to confirm the right of a foreign citizen or a stateless person to stay (reside) in the Kyrgyz Republic:*
- *a permanent residence card;*
 - *a permission for temporary residence;*
 - *a visa;*
 - *other documents confirming the right of a foreign citizen or a stateless person to stay (reside) in the Kyrgyz Republic in accordance with the legislation of the Kyrgyz Republic.*
- 2.4. *For refugees:*
 - certificate of consideration of an application for a person to be recognized as a refugee, issued by a diplomatic or consular institution or migration authorities of the Kyrgyz Republic;
 - a refugee certificate issued by the authorized state body of the Kyrgyz Republic.
3. All documents that allow identification of the customer must be valid as of the date of their submission.
 4. If another person acts on behalf of the customer, such person shall, in addition to the identity documents, submit the original of the power of attorney issued in accordance with the requirements of the current legislation of the Kyrgyz Republic, which shall prove its authority to commit appropriate actions on behalf of the represented person. This power of

attorney shall contain information about the representative and the principal: the full name, the place of residence and the identity document details.

5. The sender or the beneficiary, who is not a resident of the Kyrgyz Republic, shall also submit a document confirming its right to stay in the territory of the Kyrgyz Republic.
6. The system participant shall refuse to perform a money transfer transaction to those senders or beneficiaries, who did not submit the above-mentioned documents to the system participant or who submitted invalid documents.
7. The system participant shall have the right to request additional information and evidence in accordance with the current AML/CFT legislation of the Kyrgyz Republic.

CHAPTER 4. LIMITATION OF MONEY TRANSFERS

1. Within the framework of these Terms and Conditions, it is possible to make money transfers that are not related to entrepreneurial activity, investments, transactions with securities.
2. Only individuals can be senders and beneficiaries of money transfers.
3. The maximum amount of one money transfer to be paid out in cash shall be 900,000 (nine hundred thousand) soms (KGS) or the equivalent amount in other currencies: euro (EUR), US dollars (USD), Russian rubles (RUB), Kazakhstani tenge (KZT).
4. The maximum amount of the aggregate money transfers of the sender to be paid out in cash within 24 hours shall be 900,000 (nine hundred thousand) soms (KGS) or the equivalent amount in other currencies: euro (EUR), US dollars (USD), Russian rubles (RUB), Kazakhstani tenge (KZT).
5. The maximum amount of one-time money transfer of the sender to the ELCART payment card is 10,000 (ten thousand) KGS (KGS) and the maximum amount of the total remittances sent by the sender for 24 hours is 50,000 (fifty thousand) soms (KGS).
6. The maximum amount of one-time money transfer through a payment terminal shall be 10,000 (ten thousand) soms (KGS) and the maximum amount of the aggregate money transfers sent by the sender within 24 hours shall be 20,000 (twenty thousand) soms (KGS).
7. The system operator may establish other restrictions in “Bereke” system.

CHAPTER 5. PROCEDURE FOR CONSIDERATION OF CUSTOMER CLAIMS, COMPLAINTS AND REQUESTS IN “BEREKE” MONEY TRANSFER SYSTEM

1. The customer shall send a written request to the manager of the MTP with a detailed description of the subject of the request regarding a money transfer to be paid out in cash, transfer of funds to a bank account, transfer of funds to an ELCART payment card and transfers through a payment terminal.
2. Also, the customer requests concerning “Bereke” money transfers shall be accepted through the following communication channels:
 - By contacting the MTP teller verbally or in writing;
 - By sending a request to the e-mail address of “Bereke” system: bereke@ab.kg;
 - Through the hotline of the “Bereke” system operator +996 (770) 55-11-00, +996 (312) 68-00-00.
3. The period for consideration of customer claims, complaints and requests and provision of a response to them shall be 10 working days.

CHAPTER 6. LIABILITY OF THE PARTIES

1. Liability for compliance with the Terms and Conditions shall be determined in accordance with the current legislation of the Kyrgyz Republic.

2. The sender shall be liable for accuracy (correctness) and reliability of the data specified in the application.
3. The sender shall bear full liability for disclosing the MTCN to any third parties, with the exception of the beneficiary, and the risk of any negative consequences caused by such disclosure. The beneficiary shall bear full responsibility for disclosure of the MTCN to any third parties.
4. If the sender or the beneficiary discloses the MTCN, or the MTCN became known to any third parties not by fault of the system participant/operator, as a result of which the money transfer was received not by the beneficiary, but by a third party, then the system participants and the system operator will not be responsible for issuing the money transfer to another person.
5. The system operator and participants shall bear sole liability for making a money transfer, in accordance with the details specified in the application for sending a money transfer pursuant to these Terms and Conditions. The sending system participant shall be liable for sending a money transfer in accordance with the details specified in the application for sending a money transfer and the issuing system participant shall be responsible for issuing a money transfer in accordance with section 3.2 of these Terms and Conditions.
6. The liability of the operator and the system participant towards the sender in connection with the failure to perform or improper performance of these Terms and Conditions shall be in all cases limited to the amount of the fee paid by the sender for making a money transfer.
7. The system operator shall not be liable for any actions of the sending system participant and the issuing system participant.
8. The system operator and participant shall not be liable for refusal to pay a money transfer, if the information on the beneficiary indicated by the sender in the application for sending a money transfer does not correspond to the document submitted by the beneficiary and if the beneficiary has indicated the wrong MTCN, the money transfer amount or currency. The sender shall bear liability for impossibility for the beneficiary to receive the transferred funds and for payment of the fee for sending, refunding and resending the money transfer.
9. The system operator and participant shall not be liable in the event that the sender or the beneficiary addresses the system participant on the days and hours when the system participant’s MTPs are closed according to the working arrangements of the system participant.
10. The system operator shall not be liable for any losses incurred by the customer due to the fact that the customer has not read and/or untimely read the provisions of these Terms and Conditions, as well as for any losses that may arise due to incorrectness and incompleteness of the information provided by the system participant when making a money transfer in “Bereke” system.

CHAPTER 7. FINAL PROVISIONS

1. These Terms and Conditions shall be governed by the current legislation of the Kyrgyz Republic.
2. These Terms and Conditions shall be posted on the website of the OJSC “Aiy Bank” and may be changed unilaterally by the system operator through posting the information about the changes and the new version of the Terms and Conditions on the website at www.ab.kg no less than ten (10) days prior to the changes coming into effect.
3. In the event of any changes in the current legislation of the Kyrgyz Republic, these Terms and Conditions shall operate in a part that does not contradict the current legislation of the Kyrgyz Republic.