**Public Offer**

(**Public Offer for the Provision of Payment Services by JSC “Xonsaroy Payments*”****)*

 *«This Offer also serves as a User Agreement governing the terms of use of the Xonsaroy Pay payment service.»*

**Tashkent city, “30” July 2025**

This Public Offer (hereinafter referred to as the “Offer”) is an official public proposal addressed to individuals from the payment organization **JSC “Xonsaroy Payments”**, which has the legal right to carry out payment service activities in accordance with the legislation of the Republic of Uzbekistan.

JSC “Xonsaroy Payments” provides payment services under the trademark **Xonsaroy Pay**, including acceptance and processing of payments, money transfers, and other services not contradicting the Law of the Republic of Uzbekistan “On Payments and Payment Systems” (hereinafter referred to as the “Service Operator” or “Operator”, depending on the context).

The performance by an individual of the actions specified in this Offer (including but not limited to registration in the mobile application, Telegram bot, or on the Xonsaroy Pay website, as well as the execution of the first transaction) constitutes unconditional and full consent (acceptance) of the terms of this Offer and the conclusion of a contract for the provision of payment services (hereinafter referred to as the “Agreement”) under the terms, procedures, and scope specified herein.

**1. Terms and Definitions**

**Xonsaroy Pay Payment Service** – a payment service that enables the User to make payments for goods and services/works of trade and service enterprises (hereinafter — TSE) in online mode, manage their bank cards, transfer funds using bank cards online, as well as perform other actions provided by the functionality of the Service.

**User** – a legally capable individual who holds an EMV bank card.

**Bank Card** – a payment card that operates in online mode, issued by a bank of the Republic of Uzbekistan, and registered in the Xonsaroy Pay Payment Service.

**Personal Data** – information relating to an identified or identifiable individual, provided by the User for the purpose of using the Service.

**Processing of Personal Data** – any operation or set of operations performed on personal data, including collection, systematization, storage, modification, supplementation, use, provision, dissemination, transfer, anonymization, and destruction of personal data.

**Identification** – the process of establishing the User’s identity based on the data provided and subsequent verification by the Operator using technical, software, and legal tools in accordance with the functionality of the Xonsaroy Pay Service and the laws of the Republic of Uzbekistan.

Identification may include entering personal data, uploading identity documents, and using other authentication methods required to access certain Service features and perform transactions.

**2. Procedure of Acceptance**

**2.1.** Acceptance of this Offer is carried out by registering the User in the Xonsaroy Pay Payment Service. The Service is available on iOS, Android platforms, at the website [www.xonsaroypay.uz](http://www.xonsaroypay.uz), and through the Telegram bot [@XonsaroyPayBot](https://t.me/XonsaroyPayBot).

**2.2.** By entering into this Agreement, the User grants JSC “Xonsaroy Payments”, in accordance with personal data legislation, indefinite consent to the processing of their personal data (including but not limited to: payment credentials, mobile phone number, bank card numbers, full name, registration data, and any other personal data required to use the services available in the Xonsaroy Pay Payment Service). Processing includes collecting, recording, systematizing, accumulating, storing, updating (modifying), retrieving, using, transferring (disseminating, providing, accessing), anonymizing, blocking, deleting, and destroying personal data, with or without the use of automation, for the purpose of executing this Agreement. The User also consents to the transfer of any such personal data to third parties to fulfill this Agreement.

**2.3.** JSC “Xonsaroy Payments” guarantees to take all necessary measures to ensure the confidentiality of the User’s personal data in accordance with applicable laws of the Republic of Uzbekistan and the Personal Data Privacy Policy. The User’s consent to the processing (including transfer to third parties) of personal data is indefinite; however, the User may revoke it at any time in accordance with Clause 6.3 of this Agreement.

**2.4.** By accepting this Offer (entering into this Agreement), the User agrees to undergo proper verification and identity authentication by JSC “Xonsaroy Payments” when using services provided by third parties within the Payment Service, where such verification is required by the rules, policies, or internal regulations of those third parties.

**2.5.** The User agrees that Xonsaroy Pay may use cookies and other technologies developed by Xonsaroy Pay to link the User’s web browser to their Account in the Service and recognize them in future visits to merchant websites integrated with Xonsaroy Pay.

**2.6.** Before using the Xonsaroy Pay Service, the User must read the full text of this Offer. If the User disagrees with all or any part of this Offer, they must refrain from using the Service.

**3. Subject of the Agreement**

**3.1.** Xonsaroy Pay provides EMV cardholders with access to services that allow them to: make online payments for goods and services/works of merchants (TSE), manage their bank cards, send/receive money transfers online, and perform other operations as permitted by the Service functionality.

**3.2.** The Xonsaroy Pay Payment Service may contain certain features that are provided on a paid basis. Activation of such services is done solely by the User, voluntarily, after reviewing the corresponding public offer, which includes the service description, usage terms, cost, and other details.

**3.3.** The personal data provided by the User to Xonsaroy Pay is processed for the following purposes: proper fulfillment of obligations undertaken by Xonsaroy Pay under contracts/agreements concluded with the User, as well as agreements concluded with Xonsaroy Pay’s Partners, including for the purpose of conducting identification or simplified identification of the User and providing access to all available services of Xonsaroy Pay; Communication. Establishing contact with the User, including sending notifications, requests, and information regarding the use of Xonsaroy Pay services or the provision of services by Xonsaroy Pay, and processing User requests and applications, including transferring such requests and applications to partners/contractors of Xonsaroy Pay for fulfillment; Improving Service Quality. Enhancing the quality and convenience of Xonsaroy Pay services, developing new services, and offering personalized services to the User; Conducting statistical and other research based on anonymized data; Conducting marketing campaigns for Users, including distributing offers to participate in promotions initiated by Xonsaroy Pay together with its partners/contractors, and ensuring delivery of rewards/prizes under such promotions; Dissemination of advertising and informational materials via telecommunications networks, including by phone, fax, mobile communication, or direct contact; Targeting advertising materials and other information delivered to the User; Preventing activities using the Xonsaroy Pay payment service that may violate applicable laws or

**3.4.** Pressing buttons such as “transfer”, “pay”, etc. in the interface of the Xonsaroy Pay payment service constitutes a User’s instruction in accordance with the Law of the Republic of Uzbekistan “On Payments and Payment Systems”, and confirms the User’s consent to the deduction of funds in the amount specified in the Service interface in favor of JSC “Xonsaroy Payments”.

 **3.5.** JSC “Xonsaroy Payments” has the right to enable, within the Xonsaroy Pay payment service, the function of recurring (automatic) payments for certain goods, works, or services upon the User’s instruction. In such cases, enabling this service (by pressing the corresponding button in the Service interface) shall be considered the User’s instruction, in accordance with the Law of the Republic of Uzbekistan “On Payments and Payment Systems”, to deduct funds in favor of the specified provider on the selected date, at the end of the month, or upon the occurrence of a specific event (such as the balance falling below a certain amount).

 **3.6.** The User may disable the automatic payment service described in clause 3.5 at any time by pressing the corresponding buttons in the Xonsaroy Pay payment service interface.

**4. Obligations of the Parties**

**4.1.** Xonsaroy Pay undertakes to ensure the uninterrupted operation of the “Xonsaroy Pay” Payment Service, except in cases where service disruptions are caused by third parties; to take legal, organizational, and technical measures to protect personal data, ensuring the integrity and preservation of personal data, confidentiality of such data, and prevention of unlawful processing; to promptly notify the User about news of Xonsaroy Pay and partners of Xonsaroy Payments acting as suppliers of goods and services/works, for which payments are available via the Payment Service, as well as about changes and updates implemented in the Payment Service.

Xonsaroy Pay is entitled to request from the User information for purposes of identification and proper verification of the User and the operations they perform, in order to comply with the legislation of the Republic of Uzbekistan on countering the legalization of proceeds of crime, financing of terrorism, and financing of the proliferation of weapons of mass destruction.

Xonsaroy Pay has the right to request information from the User about the sources of funds used in operations.

**4.2.** The User undertakes to comply with the terms of this Offer; to independently ensure the information security of the device through which access to the Service is performed; by using the Xonsaroy Pay Service, confirms and guarantees that they are legally capable and that they do not intend to use the Xonsaroy Pay Service for fraudulent or other unlawful purposes; and shall not assign their rights and obligations under the Agreement to third parties without prior written consent from Xonsaroy Payments. Any attempt to do so shall be deemed invalid.

The User assumes full responsibility for any transfer of information related to granting third parties access to their personal account in the “Xonsaroy Pay” Payment Service, including confirmation codes for transactions, mobile phone number, and the numbers and expiration dates of bank cards.

**4.3.** Xonsaroy Payments has the right to unilaterally amend this Offer, notifying the User by publishing such changes through one or more of the following channels:
• on the website [www.xonsaroypay.uz](http://www.xonsaroypay.uz);
• on its social media pages;
• in informational messages within the Payment Service interface;
• via SMS notifications and push notifications.

**5. Liability of the Parties**

**5.1.** The Parties shall be liable for non-performance or improper performance of the terms of this Agreement in accordance with the legislation of the Republic of Uzbekistan.

**5.2.** The User shall be liable for any losses or other adverse consequences incurred due to non-performance or improper performance of their obligations under this Agreement.

**5.3.** The User bears full responsibility for the safety of their personal data when entering it on a device using unsecured connections or one that is exposed to threats from malicious software or applications.

**5.4.** Xonsaroy Pay shall not be held liable for improper performance of the Agreement if such non-performance is the result of the User’s failure to comply with the Agreement.

**5.5.** Xonsaroy Pay shall not be liable for any losses suffered by the User due to their failure or delay in familiarizing themselves with the terms of this Offer or the terms of paid service offers activated within the Payment Service.

**5.6.** Xonsaroy Pay shall not be liable for any failure to fulfill the Agreement due to reasons beyond its control. The scope of control of Xonsaroy Pay is limited solely to the functionality of the Payment Service and does not include responsibility for failures caused by third parties or by prohibitions and restrictions imposed by governmental or judicial authorities.

**5.7.** All information flows of the Xonsaroy Pay Service, including content, software, functionality, materials, and data available or provided in response to a request or accessible through the Service, are provided “as is”, without any modifications or guarantees.

**5.8.** Xonsaroy Pay makes no representations or warranties regarding the services or content, materials, data, or functionality available through the Service, nor for any security breaches in the transmission of confidential information where the Service is used in a manner not stipulated by this Agreement.

**5.9.** The User undertakes to maintain the confidentiality of the one-time password received via a short message (SMS) to the mobile phone number provided during registration (OTP – One Time Password). All actions performed using such a one-time password shall be deemed to have been performed by the User.
**Xonsaroy Pay** shall not be held liable for any consequences arising from third parties gaining access to the one-time password due to the User's fault

**5.10.** Under no circumstances shall Xonsaroy Pay be liable to the User or any third party for any damages or losses, including but not limited to loss of profit, damage to reputation, or any other loss related to the purchase of goods (works, services) via the Xonsaroy Pay Service, or for any goods (works, services, information, content) acquired, received, or paid for through the Service.

**5.11.** Each Party acknowledges that the other Party enters into this Agreement in recognition of the liability limitations specified herein, and that these limitations constitute a necessary basis for the Parties’ understanding. Neither Party shall be liable for failure or delay in performance caused by conditions beyond its reasonable control, including but not limited to acts of government, terrorist acts, earthquakes, fires, floods, other natural disasters, labor-related conditions, power outages, or Internet disruptions.

**6. Termination of the Agreement**

**6.1.** The User is entitled to stop using the services by deleting their account or by contacting the support service within the Xonsaroy Pay Payment Service.

**6.2.** The Agreement is considered terminated immediately upon account deletion. Termination of this Agreement does not imply the termination of Agreements related to paid services within the Payment Service if such services were activated.

**6.3.** The Operator has the right to cease providing services to the User in case of a violation of the terms of this Offer.

**6.4.** The User is entitled to withdraw their consent to the processing of personal data by sending a request to the email address specified in Section 9 of this Agreement.

**7. Dispute Resolution Procedure**

**7.1.** Any dispute arising from this Agreement shall be resolved amicably or through a pre-trial complaint procedure based on a written request from the User. The period for reviewing such requests and the requirements for their content shall be determined in accordance with the current legislation of the Republic of Uzbekistan.

**7.2.** If the dispute cannot be resolved in the pre-trial procedure, it shall be considered by the competent court at the location of the defendant, in accordance with the applicable laws of the Republic of Uzbekistan.

**7.3.** Claims from Users and technical support services are provided exclusively through the receipt of requests, their processing, and sending responses to such requests. User requests are accepted via the email or phone number specified in Section 9 of this Agreement.

**8. Miscellaneous Provisions**

**8.1.** In all matters not expressly governed by this Agreement, the Parties shall be guided by the applicable laws of the Republic of Uzbekistan and generally accepted business practices.

**8.2.** By accepting this Offer, the User confirms their unconditional agreement with all terms of the Agreement and undertakes to comply with them.

**9. Intellectual Property Rights**

**9.1.** All content placed in the Xonsaroy Pay Payment Service, including design elements, text, graphics, illustrations, videos, software code, and other materials, are the exclusive intellectual property of JSC “Xonsaroy Payments” or its partners.

**9.2.** The User is not permitted to copy, distribute, modify, or use these materials without the written consent of the rights holder.

**11. Restrictions**

The User is prohibited from:

• using the Service for illegal purposes;
• sending mass messages (spam) through the Service;
• using automated scripts, bots, or software to collect information;
• interfering with the technical operation and security of the Service.

**10. Details of JSC “Xonsaroy Payments”**

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Citizens’ assembly of “Ahilobod” mahalla, 13th quarter, house 72
Bank code: 00974
Account No.: 20208000705500044002 at OPERU branch of “Kapitalbank” JSCB
TIN: 309 334 946
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