

## **Standard Form Contract (Offer) on the payment acceptance services provision**

This standard form Contract contains the conditions for concluding a Contract on payment acceptance services provision for use of parking space located on public highways of local importance in the city of Nur-Sultan, in the ways established by this Contract.

Performance of the actions specified in this standard form Contract is a confirmation of the User's consent to conclude the Contract on the terms, in the manner and volume set forth in this standard form Contract.

The text of the standard form Contract set out below is an official public offer addressed to general public to conclude the Contract in accordance with Chapter 23 of the Civil Code of the Republic of Kazakhstan.

The text of this Contract has been prepared taking into account the requirements of the Law of the Republic of Kazakhstan On the Status of the Capital of the Republic of Kazakhstan dated July 21, 2007 No. 296, the Law of the Republic of Kazakhstan On Road Traffic dated April 17, 2014 No. 194-V 3PK, the Resolution of the Akimat of Astana city dated 21 October 2015 No. 108-1875 "On approval of the Rules for the use of municipal paid parking space (parking lots) in the city of Astana", the Resolution of the Akimat of Astana city dated December 22, 2016 No. 108-2602 "On determination of the tariff in places equipped with special certified devices designed for collecting payment for parking and recording the time of parking vehicles in the capital", the Resolution of the Akimat of Astana city dated June 22, 2017 No. 108-1325 "On determination of places equipped with special certified devices designed to collect payment for parking and record the time of parking vehicles in the capital", in accordance with the regulatory legal act of the Akimat of Nur-Sultan city, this Contract is not a storage agreement, and the Parking space is not intended for storage of vehicles. A vehicle owner bears the risks of theft and damage caused to vehicles by third parties in the parking lot on its own.

### **1. Basic Terms and Definitions**

**Parking space** – is a set of parking spaces (parking lots) with a general schedule and payment terms, located within the territorial boundaries, which are in the communal ownership of the local executive body of the city of Nur-Sultan, used on a paid basis, equipped in accordance with the requirements of the Traffic Rules of the Republic of Kazakhstan;

**Paid parking (hereinafter – the Parking)** – a specially marked and, if necessary, equipped place, which is also part of the road and (or) adjacent to the carriageway and (or) sidewalk, shoulder, overpass or bridge, or which is part of under-flyover

or under-bridge spaces, squares and other objects of the road network and intended for organized parking of vehicles on a paid basis for the purpose of their temporary placement on the territory of the Parking space;

**Parking lot** – a specially designated and, if necessary, equipped place within the boundaries of the Parking space, designed to accommodate one vehicle;

**Parking fee (hereinafter referred to as the Fee)** – is the mandatory fee established by the regulatory legal acts of the Akimat of the city of Nur-Sultan, as well as the fee for subscription services at a reduced price for the period for which a Parking Operator grants a User the right to use one or all of the parking lots in paid parking space located in the city of Nur-Sultan.

**Authorized body** – is a state institution authorized by a legal act of the Akimat of the city of Nur-Sultan to carry out activities for implementation of measures aimed at developing a concept for the development of parking lots, including their location, the number of parking spaces, as well as other activities related to organization and use of parking space, located on public roads of local importance of the city of NurSultan.

**Operator** – is a legal entity recognized as the winner based on the results of a competition held in accordance with the legal acts of the Akimat of the city of NurSultan, carrying out activities for the creation (arrangement), further operation and management of paid city parking in the city of Nur-Sultan, including providing payment acceptance services from Users (including from Corporate customers) of the parking space and transferring the specified fee to the budget of the city of NurSultan in accordance with the terms of the Public-Private Partnership Agreement;

**Parking space user (hereinafter referred to as the User)** – is a legal entity of any organizational and legal form (including a Corporate client), as well as an individual (including an individual entrepreneur) who is the owner of a vehicle located in a

parking space, corresponding one of the following:

- who has parked his vehicle in the Paid Parking,
- who has the right to park a vehicle free of charge in the Paid Parking, provided by law,
- which is a holder of Resident, Corporate Subscription and Subscription for individuals.

**User account (the Account)** – is an account in the operator's database created by a User, which is intended for a User to transfer the Parking Fee without opening an account. Each virtual parking account is automatically assigned a unique number when it is created, which matches the virtual parking account number. The virtual

parking account contains information about a balance, a history of money transfers to pay the parking fee, and other information;

**Resident subscription** – is an option that provides individuals (with the exception of individual entrepreneurs) living in the area where a certain parking space is located, the right to park in the corresponding parking space at a discounted price for 12 (twelve) calendar months (the terms of provision are determined by clause 4.4. of present Offer);

**Corporate subscription** – is an option that provides Corporate customers with the right to park in all parking spaces of the city of Nur-Sultan at a discounted price within 30 calendar days (the terms of provision are determined by clause 4.5. of present Offer)

**Corporate client** – is a legal entity or an individual entrepreneur who is provided with services for the provision of a Corporate subscription.

**Subscription for individuals** – is an option that grants individuals, for a certain time, the right to park in one parking space or in all parking spaces of the city of Nur-Sultan at a discounted price (the terms of provision are determined by clause 4.6. of present Offer).

**Partners** – are persons acting on the basis of agreements concluded with the Operator and attracted by the Operator in order to provide services for transfer of a Parking Fee of Users to the account of the Operator.

**Application for concluding the Standard form contract and issuing a Corporate Subscription (hereinafter referred to as the Application)** – is an official request for concluding the Standard form contract and obtaining a Corporate Subscription indicating the vehicles in respect of which the payment for the Services is made, and submitted in a scanned form, indicated on the Contractor's website: <https://astanapark.kz>.

**Test parking zone** – a parking zone designed to test the proper functioning of the entire infrastructure of the parking space.

For the purposes of this Standard form contract, the terms are also used in the same meaning as in the current legislation of the Republic of Kazakhstan.

## 2. Subject of the Contract

2.1. The Operator undertakes to accept the Parking Fee from a User in accordance with this Contract, and a User, in turn, undertakes to pay the Parking Fee.

2.2. This Contract is a Contract of adhesion, and its terms can be accepted by a User only by acceding to the Contract as a whole by performing actions specified in clause 2.3. of the Contract.

2.3. A User agrees to conclude a Contract with the Operator by performing any of the following actions:

- placement of a vehicle in the paid municipal parking;
- payment, transfer of parking fee for placing a vehicle in the paid municipal parking;
- registration on the website [astanapark.kz](http://astanapark.kz) or in the mobile application "Astana Parking";
- registration of the Resident subscription, Corporate subscription and Subscription for individuals;
- submission of an Application by the Corporate Client.

2.4. Taking actions to accept the Offer by a User means full and unconditional acceptance by a User of all the conditions of the Offer, without any exceptions or restrictions.

2.5. A user who has accepted the terms of the Offer undertakes to place a vehicle in a paid municipal parking in accordance with the requirements of the Road Traffic Rules of the Republic of Kazakhstan and the terms of this Offer, as well as to pay the Parking Operator the cost of placing a vehicle in the Paid municipal parking in the manner and on the terms provided for in this Offer.

2.6. This Offer does not contain and cannot contain terms of a storage agreement or other agreement, in accordance with the terms of which the Parking Operator cannot be held responsible for the safety of vehicles or other property (including those located in the parking).

2.7. The rules of parking, entry and exit from the paid municipal parking are regulated by the Traffic Rules of the Republic of Kazakhstan and other regulatory documents.

2.8. Operation and management of paid parking is carried out by the Operator. Operation and management of paid parking lots also includes granting the right to park vehicles in paid parking lots. The Operator is the recipient of the parking fee, taking into account the terms of the public-private partnership agreement, carried out in accordance with the legal acts of the Akimat of the city of Nur-Sultan, for implementation of activities for the creation (arrangement), operation and management.

2.9. From the moment of conclusion of the Contract by a User, the Operator collects and processes a User's Personal Data, as well as takes other actions provided for by the Operator's Policy regarding the collection, processing and protection of a User's personal data posted on the Operator's website. By joining this Contract, a User expresses its consent and does not object to the fact that the Operator has the right to involve third parties, including Partners, to collect, process personal data, as well as to take other actions provided for by the Operator's Policy regarding the collection, processing and protection of personal data of users.

The withdrawal of a user's consent to the collection and processing of personal data is made at the request of a User. The ability to provide the Services depends on the

Operator's availability of the Subscriber's personal data, and in case of withdrawal, the provision of the Services will be terminated.

### **3. Rights and Obligations of the Parties**

#### **3.1. Rights and Obligations of the Operator:**

3.1.1. In accordance with the regulatory legal acts of the Akimat of the city of NurSultan, the Operator is obliged to accept a Parking Fee from a User, which grants a User the right to park a car in a paid city parking lot.

3.1.2. The Operator publishes complete and reliable information on the procedure for collecting the Parking Fee and the list of paid parking spaces. Information is provided in Kazakh and Russian languages and is brought to the attention of a User in the paid city parking (on the territory of the Parking Space), as well as in the information and telecommunication network of the Internet on the Operator's website (<https://astanapark.kz>).

3.1.3. The rules for parking, entering and leaving the parking of vehicles are regulated by the Road Traffic Rules of the Republic of Kazakhstan and other regulatory documents.

3.1.4. The Operator is not allowed to refuse to conclude this Contract with a User.

3.1.5. The Operator does not have the right to give preference to one User over other Users in relation to conclusion of the Contract, except for cases provided for by the laws and other regulatory legal acts of the Republic of Kazakhstan.

3.1.6. The Operator does not charge Users a commission for paying the Parking Fee. 3.1.6.1. The Operator does not guarantee the absence of a commission from Partners (mobile operators, payment services, banks) when paying the Parking fee.

3.1.7. In order to monitor compliance with the requirements of the legislation of the Republic of Kazakhstan and settle arising disputes, the Operator shall register the fact of using a Parking Lot, including collection, storage and use of data on the state registration numbers of cars left in the parking lot, the time and place of using a Parking Lot, as well as transferring this information to authorized state bodies in case of detection of violation, including, without limitation, traffic rules and regulatory legal acts of the Akimat of the city of Nur-Sultan.

3.1.8. The Operator ensures the operation of the system for managing paid city parking lots and accepts parking fees.

3.1.9. The processing of personal data by the System Operator is carried out in accordance with the Law of the Republic of Kazakhstan dated May 21, 2013 N 94V "About Personal Data and Their Protection".

3.1.10. The Operator does not protect vehicles located in the parking space, is not responsible for the safety of a vehicle, equipment installed in it and left things.

3.1.11. The Operator accepts the Parking Fee and is not responsible for the actual presence or absence of an opportunity to use the parking lot.

3.1.12. In accordance with clause 2.1. of this Contract, the Operator is responsible to the User exclusively for the Parking Fee acceptance services.

3.1.13 The Operator is not responsible for the actions of third parties involved in settlements when paying the Parking Fee.

3.1.14. The operator is not responsible for the actions of third parties involved in settlements when paying for parking.

3.1.15 The Operator is not responsible for any direct or indirect consequences of any use or inability to use the paid parking system and/or losses caused to a User and/or third parties as a result of any use, non-use or inability to use the paid parking system or its individual components and/or functions, except in cases of errors or malfunctions in the operation of individual elements of the system that are in the area of responsibility of the Operating Organization.

3.1.16 The Operator is not responsible for the correctness of data entry and for other actions of a User, as well as the correctness of transactions between the settlement participants (banks, cellular operators, payment agents, Partners, etc.). To receive the Operator's service of collecting the Parking Fee, you need a mobile connection and access to the Internet. If there is no mobile connection or other technical problems, you should use other payment methods.

3.1.17 The Operator is not responsible for the possible evacuation of a vehicle by state authorities in event of parking in the wrong place.

3.2. Rights and Obligations of a User:

3.2.1. A user of the parking space has the right to get acquainted with the information about the rules for using the parking, the amount of the parking fee for the right to use the parking on a paid basis, the procedure and methods of paying the parking fee on the Operator's website and/or by contacting the Operator's call center at 88000802888.

3.2.1.1. A parking lot User, with the exception of the Corporate client, has the right, at its own discretion, to choose the method of paying the Parking fee, including by replenishing the virtual parking account: In cash:

- Through payment terminals (payment and account replenishment are possible);
- Through a parking machine. By

cashless ways:

- Through a parking machine;
- By sending a short text message (SMS) to a special number using a mobile phone (only payment is possible);
- Using a mobile application (payment and account replenishment are possible);
- When using the User's account (payment and account replenishment are possible);
- In other ways, provided by this Contract.

3.2.2. In accordance with the regulatory legal acts of the Akimat of the city of NurSultan, a User is obliged to:

- comply with the requirements of the Traffic Rules of the Republic of Kazakhstan;
- comply with the requirements of regulatory legal acts of the Akimat of the city of Nur-Sultan when using paid parking;
- when using paid parking, pay the parking fee in the established amount, taking into account the actual time of the vehicle's stay in the parking lot;
- save a document confirming payment of the parking fee;
- reimburse the System Operator for damage caused to the Operator's property.

3.2.3. In accordance with the regulatory legal acts of the Akimat of the city of NurSultan a User is prohibited from:

- 1) evasion of payment for parking;
- 2) stopping or parking vehicles in places designated for stopping or parking vehicles of disabled persons without confirming permits or with the presentation of a permit, which has expired, or if its owner is not the owner of this vehicle;
- 3) stopping or parking vehicles in places designated for stopping or parking taxi services without confirming permits or with the presentation of a permit which has expired;
- 4) stopping or parking vehicles on the sidewalk, curb;
- 5) leaving a vehicle with unreadable, non-standard or state registration plates installed in violation of the requirements of the state standard, without state registration plates, as well as without state registration plates installed at the designated places of a vehicle, as well as with state registration plates equipped with the use of materials that hinder their identification;
- 6) parking of vehicles, which dimensions (weight and/or height and/or length) exceed the dimensions of the parking lots of the municipal paid parking (parking);
- 7) failure to comply with the requirements prescribed by road signs or markings;
- 8) parking of a vehicle outside parking lots for more than 5 (five) minutes;
- 9) stopping or parking and movement on the territory of paid municipal car parks (parking lots), causing an obstacle to the movement of vehicles;
- 10) parking without presenting a document confirming a User's right to privileged parking, or with presentation of a document confirming a User's right to privileged parking, the validity of which has expired or the owner of which is a person who is not the owner of a vehicle;
- 11) parking behind road markings/road signs indicating that repair work is underway;
- 12) use of the territory of the municipal paid car parking (parking) for through traffic; 13) overtaking;
- 14) stopping or parking in cases when the work of municipal paid car parks (parking lots) is temporarily suspended by the decision of the authorized body;
- 15) use of tobacco, alcoholic and drug products;
- 16) pollution of the territory, including the emission of waste and other similar actions that violate public order of individuals;

17) damage to paid parking equipment, car parking (parking); 18) damage to road markings and road signs.

3.2.4. Violation by a User of the parking space of the obligation to pay the parking fee for using the parking in the established amount, taking into account the actual time of the vehicle's stay in the parking lot, shall entail imposition of an administrative fine provided for by the Code of the Republic of Kazakhstan on Administrative Offenses.

#### **4. Parking Fees and Payment Procedure**

4.1. The amount and procedure for paying the parking fee is established by the Decree of the Akimat of Astana city dated December 22, 2016 No. 108-2602 "On determining the tariff in places equipped with special certified devices designed to collect payment for parking and record the time of parking vehicles in the capital".

4.2. In accordance with the Decree of the Akimat of Astana city dated October 21, 2015 No. 108-1875 "On approval of the Rules for the use of municipal paid parking (parking lots) in the city of Astana", the following are exempt from the fee for the right to use paid parking (parking lot):

- 1) vehicles of emergency operational services (ambulance, the Ministry of Internal Affairs of the Republic of Kazakhstan, the Military Police of the Armed Forces of the Republic of Kazakhstan, the National Security Committee of the Republic of Kazakhstan), which have appropriate identification marks, color-graphic coloring and inscriptions;
- 2) vehicles registered in the name of persons awarded the orders "Altyn Kyran" and "Khalyk Kaharmany";
- 3) vehicles (including special vehicles for disabled people) registered for lifelong disabled persons and disabled people of I and II groups, who directly drive or are inside these vehicles, as well as vehicles registered with the legal representatives of a disabled child in the spaces for vehicles of disabled people, indicated by appropriate road signs or markings;
- 4) vehicles registered to the participants of the Great Patriotic War, servicemen who served in military units, headquarters and institutions that were part of the active army, as well as combat veterans who directly drive or are in these vehicles;
- 5) vehicles registered on mothers with many children, awarded with "Altyn Alka" and "Kumis Alka" pendants or previously awarded the title "Mother Heroine", as well as awarded with the orders of "Maternal Glory" I, II and III degrees, directly driving or being in these vehicles;
- 6) vehicles registered for persons affected by nuclear tests at the Semipalatinsk nuclear test site;
- 7) vehicles registered for citizens who were dismissed from military service or called up for military training, performing their international duty in Afghanistan



and other countries in which hostilities were fought, directly driving or being in these vehicles.

4.3. A User makes payment of the parking fee in accordance with the Resolution of the Akimat of Astana city dated October 21, 2015 No. 108-1875 "On approval of the Rules for the use of municipal paid parking (parking lots) in the city of Astana".

4.4. An individual (with exception of individual entrepreneur) being an owner of a vehicle, registered and living in nearby houses directly adjacent to the equipped paid parking, has the right to conclude a resident agreement by issuing a Resident subscription presented by the Parking Operator. Terms of the resident agreement for registration of the Resident subscription, the list of documents, cost and instructions are indicated on the website [astanapark.kz](http://astanapark.kz) in the Resident section.

4.5. A corporate client has the right to purchase a Corporate Subscription, valid for 30 (thirty) calendar days, for all Parking spaces of the city of Nur-Sultan at a discounted price and on the terms specified on the [astanapark.kz](http://astanapark.kz) website, in the Subscriptions section.

4.6. A User has the right to purchase a Subscription for individuals, valid for 30 (thirty) calendar days, for a certain Parking space or for all Parking spaces of the city of Nur-Sultan at a discounted price and on the conditions specified on the website [astanapark.kz](http://astanapark.kz), in the Subscriptions section.

4.7. Special groups of population are required to apply for the assignment of benefits in accordance with the conditions specified on the Operator's website in the Benefits section.

4.8. In the event that Users pay for the use of test parking zones specified on the Operator's website, the Users' funds shall be returned to the Users' accounts of such Users within 1 (one) calendar year from the date of payment.

## **5. Term and Other Provisions of the Contract.**

5.1. The Contract is considered concluded and enters into force from the moment a User performs the actions provided for in section 2 of this Contract, on the terms of accession and is valid until the parties fulfill their obligations.

5.2. A User is notified of changes to the terms of the Contract by publishing the relevant information on the information and telecommunications network Internet on the website of the System Operator at (<https://astanapark.kz>). The System Operator has the right to accept such changes unilaterally, including in event of amendments to the regulatory legal acts of the Nur-Sultan city Akimat specified in clause 4.1. of the Contract.