**Public Offer (Offer)**

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**for the provision of payment acceptance services**

This Public Offer contains the terms and conditions for concluding an Agreement for the provision of payment acceptance services for using parking spaces located on public roads of local significance in the city of Astana, by methods established by this agreement.

Performing the actions specified in this Public Offer confirms the User's consent to conclude an Agreement under the terms, procedures, and scope set forth herein.

The text of this Public Offer is addressed to an indefinite circle of persons and constitutes an official public proposal to enter into an agreement in accordance with Chapter 23 of the Civil Code of the Republic of Kazakhstan.

This agreement has been prepared in accordance with 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 ZRK, Resolution of the Akimat of Astana city dated October 21, 2015 No. 108-1875 "On approval of Rules for using paid municipal parking lots (parking areas) in Astana," Resolution of the Akimat of Astana city dated December 22, 2016 No. 108-2602 "On setting tariffs at places equipped with certified devices intended for collecting parking fees and recording parking time," and Resolution of the Akimat of Astana city dated June 3, 2024 No. 503-1959 "On designating locations equipped with certified devices intended for collecting parking fees and recording parking time," in accordance with regulatory legal acts of the Akimat of Astana city.

This agreement is not a storage contract, and the Parking Space is not intended for storing vehicles. Owners bear sole responsibility for risks related to theft or damage caused to vehicles by third parties while parked.

**1. Basic Concepts and Definitions**

Parking Space – a collection of parking lots (parking spaces) with a common regime and payment conditions, located within territorial boundaries, owned by the local executive body of the city of Astana, used on a paid basis, equipped and arranged in accordance with the requirements of the Rules of the Road Traffic of the Republic of Kazakhstan;

Public Paid Parking (Parking) – places equipped with special certified devices intended for collecting parking fees and recording parking time for vehicles within the capital city, designated by the local executive body of the city, which are part of the roadway and/or adjacent to the carriageway and/or sidewalk, shoulder, overpass or bridge, or part of under-bridge and/or under-bridge spaces, squares, and other objects of the street-road network, as well as territories of residential and administrative buildings owned by the local executive body of the capital;

Parking Space – a specifically designated and, if necessary, arranged and equipped place within the boundaries of the Parking Space intended for parking one vehicle;

Parking Fee (hereinafter – Fee) – a mandatory payment amount established by legal acts of the Akimat of Astana city, including fees for subscription services at a preferential price, for the period during which the Parking Operator grants the User the right to use one or all parking spaces on paid parking lots located within Astana;

Authorized Body – the local executive body of the capital;

Operator (Operating Organization) – an organization responsible for operating parking lots (parking facilities);

Parking Space User (hereinafter – User) – a driver or other person who places a vehicle in a public paid parking lot (including Corporate Clients and Resident Subscription Holders);

User Account (Account) – an account in the operator’s database created by the User, intended for making transfers of Parking Fees without opening an account. Each virtual parking account is automatically assigned a unique number upon creation, matching its Virtual Parking Account number. The Virtual Parking Account contains information about remaining funds, transaction history for paying parking fees, and other data;

Resident Subscription – an option granting individuals (excluding sole proprietors) residing in areas designated as certain parking zones the right to park in that zone at a discounted rate for 12 (twelve) calendar months (conditions are specified in paragraph 4.4. of this Offer);

Corporate Subscription – an option granting Corporate Clients the right to park in all parking zones of Astana at a discounted rate for 30 calendar days (conditions are specified in paragraph 4.5. of this Offer);

Corporate Client – a legal entity or individual entrepreneur receiving services related to Corporate Subscriptions;

Individual Subscription – an option granting individuals the right to park in one or multiple parking zones within Astana at a discounted rate for a specified period (conditions are specified in paragraph 4.6. of this Offer);

Partners – persons acting based on agreements concluded with the Operator and engaged by the Operator to provide services related to transferring Users’ Parking Fees to the Operator’s settlement account;

Application for joining this Public Agreement and obtaining a Corporate Subscription (hereinafter – Application) – an official request to join this Public Agreement and receive a Corporate Subscription, indicating vehicle details for which payments are made for Services, submitted in scanned form according to the template provided on the Contractor’s website: https://astanapark.kz;

Test Parking Zone – a parking zone designated for testing proper functioning of all infrastructure related to parking space management.

For purposes of this Public Agreement, terms are also used in their meanings as defined by current legislation of the Republic of Kazakhstan.

**2. Subject of the Agreement**

2.1. The Operator undertakes to accept the Parking Fee from the User in accordance with this Agreement, and the User, in turn, agrees to make payment within the framework of the Parking Fee.

2.2. This Agreement is a adhesion contract, and its terms can only be accepted by the User through full accession to the Agreement by performing the actions specified in clause 2.3 of this Agreement.

2.3. The User gives consent to conclude an Agreement with the Operator by performing any of the following actions:

• parking a vehicle in a Paid Communal Parking lot;

• making a payment, transferring the parking fee for parking a vehicle in a Paid Communal Parking lot;

• registering on the website astanapark.kz or in the mobile application "Parking of Astana";

• obtaining a Resident Subscription, Corporate Subscription, or Individual Subscription;

• submitting an Application as a Corporate Client.

2.4. Performing actions to accept the Offer by the User signifies full and unconditional acceptance of all terms of the Offer without any exclusions or restrictions.

2.5. The User, having accepted the terms of the Offer, undertakes to park their vehicle in accordance with the Traffic Rules of the Republic of Kazakhstan and this Offer, as well as to pay the Operator for parking according to and under the conditions provided by this Offer.

2.6. This Offer does not constitute, contain, or imply elements of a storage agreement or any other agreement under which responsibility for the safety of vehicles or other property (including vehicles left on the parking) could be imposed on the parking Operator.

2.7. Rules for parking, entry, and exit from paid communal parking lots are regulated by the Traffic Rules of the Republic of Kazakhstan and other normative documents.

2.8. Operation and management of paid parking lots are carried out by the Operator. This includes granting rights for vehicle placement on paid parking lots. The Operator is responsible for collecting parking fees, considering the conditions of a public-private partnership agreement conducted in accordance with legal acts of Akimat of Astana city, aimed at creating (equipping), operating, and managing these facilities.

2.9. From the moment a user joins this Agreement, the Operator collects and processes personal data of the user and performs other actions provided for by the Operator’s Privacy Policy regarding collection, processing, and protection of personal data posted on the Operator’s website. By joining this Agreement, the User expresses their consent and does not object to third parties, including Partners, being involved in collecting, processing personal data, or performing other actions stipulated by the Operator’s Privacy Policy.

The withdrawal of user consent for collection and processing of personal data can be made upon user request. The ability to provide services depends on whether the Operator has personal data of the Subscriber; upon withdrawal of consent, provision of services will be terminated.

**3. Rights and Responsibilities of the Parties**

3.1. Rights and Responsibilities of the Operator:

3.1.1. In accordance with the normative legal acts of the Akimat of Astana city, the Operator is obliged to accept the Parking Fee from the User, which grants the User the right to place a vehicle in a paid communal parking lot.

3.1.2. The Operator provides complete and accurate information about the procedure for collecting the Parking Fee and the list of paid parking spaces. The information is provided in Kazakh and Russian languages and is communicated to Users in the zones of paid communal parking (on the territory of the Parking Area), as well as on the Operator’s website (https://astanapark.kz).

3.1.3. Rules for parking, entry, and exit from the parking lot are regulated by the Traffic Rules of the Republic of Kazakhstan and other normative documents.

3.1.4. The Operator shall not refuse to conclude this Agreement with the User.

3.1.5. The Operator has no right to favor one User over others regarding the conclusion of this Agreement, except in cases provided by laws and other normative 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 that Partners (mobile operators, payment services, banks) will not charge a commission when paying the Parking Fee.

3.1.7. For control over compliance with legislation of the Republic of Kazakhstan and resolution of arising disputes, the Operator registers facts of parking usage, including collecting, storing, and using data on vehicle registration numbers left on the parking lot, time and place of parking, as well as transmitting this information to authorized state bodies in case of violations, including but not limited to traffic rules and normative legal acts of the Akimat of Astana city.

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

3.1.9. Processing personal data by the Operator is carried out in accordance with Law No. 94-V "On Personal Data and Their Protection" dated May 21, 2013, of the Republic of Kazakhstan.

3.1.10. The Operator does not provide security for vehicles placed on the parking territory and is not responsible for their safety, including equipment installed in them or items left inside.

3.1.11. The Operator accepts Parking Fees but is not responsible for whether or not it is possible to use a parking space.

3.1.12. In accordance with clause 2.1 of this Agreement, the Operator is solely responsible to the User for services related to accepting Parking Fees.

3.1.13-14: The Operator is not responsible for actions of third parties involved in calculations when paying the Parking Fee or during payment processing.

3.1.15: The Operator is not liable for any direct or indirect consequences resulting from any use or inability to use the paid parking system and/or damages caused to Users or third parties due to such use or non-use, except in cases of errors or failures in individual system components under responsibility of the Operating Organization.

3.1.16: The Operator is not responsible for data entry accuracy or other actions performed by Users, nor for transaction correctness between participants (banks, mobile operators, payment agents, Partners). To provide services related to collecting Parking Fees, mobile communication and internet access are required; if unavailable or due to other technical issues, alternative payment methods should be used.

3-17: The Operating Organization is not responsible for possible vehicle evacuation by government authorities if parked illegally.

**3.2. Rights and Responsibilities of the User:**

3.2.1. The user of the parking space has the right to familiarize themselves with information about the rules for using the parking lot, the amount of parking fee for the right to use the paid parking, as well as the procedures and methods for paying the parking fee on the Operator’s website and/or by contacting the Operator’s Call Center at 88000802888.

3.2.1.1. The user of the parking space, except for Corporate clients, has the right to choose their preferred method of paying the Parking Fee, including through virtual parking account replenishment:

- Cash methods:

· via a parking meter.

- Cashless methods:

· via a parking meter;

· using a mobile application (payment and account replenishment are possible);

· using a User account (payment and account replenishment are possible);

· other methods provided by this agreement.

3.2.2. In accordance with legal acts of the Akimat of Astana city, the user is obliged to:

- comply with the requirements of the Traffic Rules of the Republic of Kazakhstan;

- comply with the requirements of legal acts of the Akimat of Astana city when using paid parking lots;

- pay the parking fee in the established amount for their vehicle when using a paid parking lot;

- retain proof of payment for the parking fee;

- compensate the Operator for any damages caused to the Operator’s property.

3.2.3. According to legal acts of the Akimat of Astana city, it is prohibited for users to:

1) evade payment for parking;

2) stop or park vehicles in places designated for disabled persons without valid permits or with expired permits, or if they are not owned by the permit holder;

3) stop or park vehicles on sidewalks or curbs;

4) leave vehicles with illegible, non-standard, or improperly installed license plates that do not meet state standards, without license plates altogether, or with plates that are obstructed or difficult to identify due to materials used;

5) park vehicles whose dimensions (weight and/or height and/or length) exceed the size of designated paid communal parking spaces;

6) violate requirements indicated by road signs or markings;

7) park outside designated spaces for more than 5 (five) minutes;

8) stop or park in a manner that obstructs movement within paid communal parking areas;

9) park without presenting documents confirming eligibility for preferential parking, or with expired documents, or if ownership belongs to someone other than the vehicle owner;

10) park beyond road markings/signs indicating ongoing repairs;

11) use paid communal parking areas for through traffic;

12) overtake other vehicles;

13) stop or park when operations of paid communal parking lots are temporarily suspended by decision of authorized authorities;

14) consume tobacco, alcohol, or drugs on site;

15) pollute the territory (e.g., littering), or perform other actions that disturb public order and peace;

16) damage equipment at paid parking lots or garages;

17) damage road markings and traffic signs.

3.2.4. Violating this obligation to pay the parking fee in accordance with established rates as per Astana city’s Resolution No. 108-2602 dated December 22, 2016 ("On setting tariffs in places equipped with certified devices designed for collecting payments for parking and recording vehicle parking time") will result in administrative penalties as provided by Part 4-1 and 4-2 of Article 597 of the Code of Administrative Offenses of Kazakhstan (KoAP RK).

**4. Cost and Payment Procedure for Parking Fees**

4.1. The cost and payment procedure for parking fees are established by the Resolution of the Akimat of Astana city No. 108-2602 dated December 22, 2016, "On setting tariffs in places equipped with certified devices designed for collecting payments for parking and recording vehicle parking time."

4.2. In accordance with the Resolution of the Akimat of Astana city No. 108-1875 dated October 21, 2015, "On approval of the Rules for using paid communal parking lots (parking garages) in the territory of Astana," the following are exempt from paying for the right to use paid parking (parking space):

1) Vehicles registered to persons awarded the orders "Altyn Qyran" and "Halyk Khaarmany";

2) Vehicles registered to mothers of many children awarded with the "Altyn Alka" and "Kumis Alka" pendants, or who previously received the title "Mother-Heroine," as well as those awarded with orders "Maternal Glory" I, II, and III degrees;

3) Vehicles registered to citizens discharged from military service or called up for military training, who performed international duty in Afghanistan and other countries where hostilities took place, whether directly operated or present in such vehicles;

4) Vehicles registered to children with disabilities and persons with first and second group disabilities, as well as vehicles registered to legal representatives of a child with disabilities;

5) Vehicles registered to persons affected by nuclear tests at the Semipalatinsk Nuclear Test Site;

6) Vehicles of emergency services (ambulance services, Ministry of Internal Affairs of Kazakhstan, Military Police of the Armed Forces of Kazakhstan, National Security Committee of Kazakhstan), bearing appropriate identification signs, color schemes, and inscriptions;

7) Vehicles registered to participants of the Great Patriotic War, specifically military personnel who served in military units, headquarters, and institutions that were part of the active army and navy during the Great Patriotic War, as well as veterans of combat operations in other countries and persons equated by benefits to participants of the Great Patriotic War.

4.3. The user makes payments for parking fees in accordance with the Resolution of the Akimat of Astana city No. 108-1875 dated October 21, 2015, "On approval of the Rules for using paid communal parking lots (parking garages) in Astana."

4.4. Individuals (excluding individual entrepreneurs), who are owners of vehicles registered and residing directly adjacent to a designated paid parking lot, have the right to conclude a resident agreement by obtaining a Resident Subscription issued by the Parking Operator. A Resident (RESIDENT - a person residing somewhere on a permanent or long-term basis) subscription allows free use of paid parking only for residents of the capital city. The resident subscription is issued for vehicles registered in Astana (series-01), owned by individuals on a property basis, registered at their place of residence (registration) directly adjacent to the paid parking lot. Conditions for issuing a Resident Subscription, required documents, cost, and instructions are available on the website astanapark.kz in the "Subscriptions" section.

4.5. A corporate client has the right to purchase a Corporate Subscription valid for 30 (thirty) calendar days for all Parking Zones in Astana at a preferential price under conditions specified on the website astanapark.kz in the "Subscriptions" section.

4.6. The user has the right to purchase an Individual Subscription valid for 30 (thirty) calendar days for a specific Parking Zone or all Parking Zones in Astana at a preferential price under conditions specified on astanapark.kz in the "Subscriptions" section.

4.7. Special population groups are obliged to submit an application for benefit assignment according to conditions specified on the Operator’s website in the "Benefits" section.

4.8. In case users pay for using test parking zones indicated on the Operator’s website, their funds are refunded to their personal accounts within 1 (one) calendar year from the date of payment.

**5. Term and Other Conditions of the Agreement**

5.1. The Agreement is considered concluded and comes into effect from the moment the User performs the actions specified in Section 2 of this Agreement, under the conditions of accession, and remains valid until both parties fulfill their obligations.

5.2. The User is notified of changes to the terms of the Agreement by publishing relevant information on the information and telecommunication network Internet at the Operator’s website (https://astanapark.kz). The Operator has the right to make such changes unilaterally, including in cases where amendments are made to the normative legal acts of the Akimat of Astana city, as specified in paragraph 4.1 of this Agreement.