

## **PUBLIC OFFER**

### **on concluding an agreement on providing natural persons with the opportunity to make payments in favor of AUCA via merchant acquiring**

Date of issue:

This Offer is addressed to natural persons and in accordance with item 2 of the Article 398 of the Civil Code of the Kyrgyz Republic is the official public offer of the American University in Central Asia establishment (AUCA) to conclude an Agreement on the provision of payments in favor of AUCA (hereinafter referred to as the "Agreement", terms of the Agreement are in this Offer) by transferring funds to AUCA from Bank Cards without its physical usage (hereinafter - "Merchant Acquiring"), by joining this Offer by its acceptance.

By accepting the terms and conditions of this Public Offer, the Cardholder consents the personal data processing by AUCA provided during the payment, including, but not limited to, the formation and answerback to the Cardholder and the resolution of possible claims. The cardholder also confirms his acceptance of the above mentioned personal data transfer to third parties (including banks, etc.) and its processing by third parties for the purpose of executing this agreement, as well as claims resolving related to the execution of this agreement.

## **I. Terms and definitions used in this Offer**

- 1.1. "Card Holder" is a Bank Card holder making a Payment on its behalf in favor of AUCA using the Service. It is also a party of the Agreement, providing natural persons with the opportunity to make payments in favor of AUCA.
- 1.2. "Acceptance" - full acceptance and acceptance without modification by the Cardholder of this Agreement terms.
- 1.3. "Bank of issue" is a legal entity issuing and managing accounts of the Cardholder.
- 1.4. "Merchant Acquirer" is a legal entity acquiring on the basis of an agreement with AUCA.
- 1.5. "Bank Card" is a non-cash payment tool intended for natural persons to carry out transactions with monetary funds held by the Bank of issue in accordance with the agreement with the Bank of issue. The following bank cards can be used to make payments in favor of AUCA using the AUCA website: VISA International, Elkart.
- 1.6. "Service" is a merchant-acquiring service that provides the Cardholder an opportunity to make charitable contributions in favor of AUCA and to pay for participation in events held by AUCA

using the AUCA website, in accordance with the rules for providing a merchant-acquiring service by the merchant acquirer.

- 1.7. "CVC2 / CVV2" is a special three-digit code printed on the reverse side of the Bank Card.
- 1.8. "Agreement" - an agreement concluded between AUCA and the Cardholder by accepting this Public Offer on the AUCA website.
- 1.9. "Parties" - AUCA, Merchant Acquirer and Cardholder.
- 1.10. "Transaction" is the Cardholder funds transfer in favor of AUCA using a Bank Card from the AUCA website, the result of which is funds withdrawal from the bank card account.
- 1.11. "Payment" - is the Cardholder funds transfer in favor of AUCA using a bank card on the AUCA website.

## II. Subject Matter of the Agreement

- 2.1. AUCA undertakes to provide the Cardholder with the option of making payments in favor of AUCA using the Service.
- 2.2. This service can be used only for making charitable contributions in favor of AUCA and payments for participation in events held by AUCA.

## III. Condition of the Conclusion of the Contract

- 3.1. The actions taken by the Cardholder to make payments in favor of AUCA using the Service are the full and unconditional acceptance of the terms of this Public Offer without any restrictions.
- 3.2. When using the Service, the Cardholder undertakes to follow the Rules for the Service provision specified in Section 5 of this Agreement.

## IV. General Provisions

4.1. The protection of card data and the security of performed operations of transactions is carried out in accordance with the legislation of the Kyrgyz Republic.

4.2. By concluding the Agreement on the terms set out in the Offer, the Cardholder confirms that:

- a. The cardholder is the legal holder of information, including that which, according to the law, relates or may be attributed to personal information (personal data) posted on this resource.
- b. The personal data of the Cardholder will be accessed by organizations and natural persons involved in ensuring interaction between AUCA and the bank and / or payment processors and services for the purpose of making payments, as well as providing service and support of the operation of this resource.

- c. Organizations and individuals, mentioned in the item 4.2., can save, process and transfer to third parties the personal data of the Cardholder without obtaining his written consent to fulfill the objectives that do not contradict the legislation of the Kyrgyz Republic.
- d. The cardholder will not bring suit to the owner of the website on which his personal data was posted, as well as to his employees or partners in connection with the storage, processing and transmission of his personal data.

## V. Code of Service

*To use the Service, the Cardholder must specify the fund (payment) category, the amount of the contribution in the appropriate section for making payments on the AUCA website, enter own data in the appropriate fields, in a mandatory manner marked with the asterisk (\*) symbol, provide a feedback and click Finish and Pay by card (Finish and Pay by card).*

*If the information is inconsistent or the required fields are not filled, a warning is appear to check the correctness of the entered data.*

*After the Cardholder clicks the Finish and Pay with card button, in case of complete and correct filling of the required fields, an automated redirection is made to the Merchant Acquirer website, where you need to enter the following data:*

- *Number of Cardholder bank card*
- *CVC2/CVV2 code*
- *Expire date of Cardholder bank card*
- *Cardholder full name, indicated on the card.*

*After entering the data, click "Pay" button.*

*If the data is entered correctly, then when you click "Pay" a message is displayed on the successful completion of the Operation.*

*If the information is inconsistent, a warning is appear to verify the correctness of the entered data.*

## VI. Procedure of credit of funds

- 6.1. Payments in favor of AUCA made through the Service are credited to the relevant AUCA settlement accounts with the Merchant Acquirer.
- 6.2. The Merchant Acquirer does not charge a fee from the cardholder for making the payment.

## VII. Procedure of the check handing

- 7.1. AUCA undertakes to provide the Cardholder with information on the transaction with using of the Card (check) electronically to the email address indicated by the Cardholder on the AUCA website when making a payment.
- 7.2. AUCA is not responsible for non-reception of a letter with information on a transaction if the e-mail address on the AUCA website is incorrect when making a payment.

## VIII. Refund Policy

- 8.1. The refund of funds transferred in favor of AUCA through the Service is not carried out.

## IX. Restrictions on using the Service

- 9.1. The service is provided to Cardholders, the list of which is specified in the item 1.5. of this Public Offer.

## X. Miscellaneous

- 10.1. Subscribers are notified about changes to this Public Offer through the AUCA website: [www.auca.kg](http://www.auca.kg). In the case of a change in the Public Offer, the revised edition become valid, posted on the website [www.auca.kg](http://www.auca.kg).
- 10.2. The services accomplishment may be suspended for the Cardholder without giving any reason for an indefinite period.
- 10.3. AUCA is not liable to the Cardholder for delays and technical interruptions in the Services provision, the occurrence of which is not the fault of AUCA.
- 10.4. The Cardholder is responsible for any third-party actions performed on behalf of the Cardholder through the usage of the Cardholder's Bank Card when making a payment on the AUCA website.
- 10.5. This Agreement become valid on the day the Cardholder makes an acceptance of this Public Offer in the manner provided for by the item 3.1. of this Agreement and shall be considered as concluded until the Parties fulfill their obligations.
- 10.6. The Parties are responsible for the improper performance of their duties in accordance with the legislation of the Kyrgyz Republic, concerning issues not covered in this Agreement.
- 10.7. The cardholder may receive additional information on this Offer, as well as familiarize himself with this Offer, on the official AUCA website [www.auca.kg](http://www.auca.kg), as well as on the following contact details:

### **AUCA website support desk:**

Tel.: +996 (312) 915000 add.332 or 211;

E-mail: [website\\_support@auca.kg](mailto:website_support@auca.kg)