

**Rules of receipt and use of bank payment cards of  
"Keremet Bank" OJSC**

**1. Terms and description**

- **Authorization** is confirmation procedure by issuer of authority or authorship of the Cardholder to conduct an operation using the Card (transaction), as a result of which there is an obligation of issuer to acquirer to execute payment document drawn up using the Card of the above issuer. Authorization can be automatized (via terminal) and voice (via telephone).
- **Cancellation of the Card** is recognition of the Card as invalid and its withdrawal from circulation by the Bank.
- **Bank** is "Keremet Bank" OJSC.
- **Bank payment card (Card)** is a payment instrument that allows the Cardholder to carry out transactions for the purchase of goods, services, receipt of cash in national and foreign currencies, through POS terminals or other devices, and access device to the Card account in the Bank to manage the Cardholder's funds in accordance with the legislation of the Kyrgyz Republic (hereinafter - the KR), the Agreement and these Rules. The Card is property of the Bank and is provided for use by the Cardholder in accordance with terms of the Agreement and these Rules.
- **Bank machine or ATM (Automatic Teller Machine)** is a hardware and software complex for issuing and receiving cash, recording cash on the Card, obtaining information on transactions made by the Cardholder, making non-cash payments and issuing a card check for all types of transactions. ATM is designed for the Cardholder to perform transactions using the Card independently without participation of an authorized employee of the Bank.
- **Card blocking** is a complete or temporary prohibition on transactions using the Card.
- **Card account statement** is a report on the balance of funds on the card account of the Cardholder, on the movements of funds on the Card account and transactions carried out through the Card for the specified period. The Parties acknowledge that account statement provided by the Bank is an official document confirming Card transactions carried out by the Cardholder on his/her Card account. The Parties also agree that in the event of any disputes over the card transactions, the Card account statement will be conclusive evidence including in court confirming the fact of the Cardholder transactions on his/her Card account.
- **Cardholder** is a client of the Bank, a natural person including a person authorized by legal entity/individual entrepreneur - account holder who has the right to perform operations using the Card on the basis of the Agreement and in accordance with these Rules.
- **Agreement** is an Agreement on opening and maintaining Bank accounts or an Agreement for the issuance and maintenance of bank payment cards concluded by the Bank with owner of the Card account.
- **Additional Card** is a card issued on the initiative of the Holder of Card account i.e. Holder of the main Card to himself/herself or to another Cardholder. Holder of the Additional Card can perform operations within the limit of funds provided by the Holder of Card account. Holder of the main Card is obliged to familiarize Holder of the additional Card with these Rules and is also responsible for unauthorized use of the additional Card.
- **Application** is an application form for opening a Card account and issuing a Card.
- **Card account** is a special bank account opened by the Bank under the Agreement to the Holder of the Main Card for cash flow, transactions and reflection of transactions made using the Card.
- **Card transaction** is a payment for goods and services, receipt of cash, currency exchange and other operations using the Card under the conditions specified in the Agreement and these Rules.
- **Code word** is a combination of letters to identify the Cardholder. Code word is necessary to block the Card and get information about the balance on the Card account by phone.
- **Card compromise** is fact of access of a third party to protected information as well as suspicion of it. Situation in which card details (PIN code, Code word, information recorded on the magnetic strip of the card, etc.) have become known or are suspected to have become known to another

person, as a result of which further use of the Card is unsafe and may lead to unauthorized withdrawal of funds from the Card account of the Cardholder.

- **Emergency situation** is a situation that cannot be solved by the built-in automatic risk management tools of a separate payment system in accordance with rules and technology of the system and requires for its resolution specially organized activities of the operator's staff or the Bank.
- **Main Card** is a Card issued by the Bank in the name of the Holder of Card Account i.e. the Holder of the Main Card who has full rights to perform operations on the Card.
- **PIN-code** is a Personal Identification Number, a secret code assigned to each Cardholder and intended to identify such Cardholder. PIN code consists of a sequence of digits.
- **Payment system** is national payment system "Elkart"/ international payment system Visa International/ international payment system UnionPay International.
- **POS-terminal** is a terminal designed to perform non-cash transactions reading information from the Card and initiating an electronic transfer of funds.
- **Processing Center** is a legal entity providing information and technological interaction between settlement participants.
- **SMS-notification** is receiving to mobile phone of SMS - notifications on account and (or) incoming transactions (cash withdrawal, payment for goods and services) made using the Card.
- **Technical overdraft** is a debt arising as a result of exceeding amount of payments (expenditure operations) over available balance on the current account.
- **Trade and service enterprise (TSE)** is a legal entity or individual entrepreneur who in accordance with contract concluded with acquirer accepts Cards for payment for goods or services, cash withdrawal with preparation of documents confirming Card transactions. **Transaction** is a transaction using a Card for the purchase of goods, services, currency exchange or receipt of cash, as a result of which Card account is debited or credited for the amount of the Transaction.
- **Acquirer** is a commercial Bank that has received permission to carry out acquiring, owner of peripherals network providing the possibility of authorization or transactions through its peripherals in accordance with technology and regulations of the relevant payment systems and the legislation of the KR.
- **Acquiring** is activity of a commercial Bank which includes contractual relations with TSE on installation of peripheral devices and acceptance of Cards as a means of payment for goods, works, services sold, provision of settlements with TSE and/or issuance of cash to Cardholders.
- **Issuer** is a commercial Bank issuing Cards in accordance with technology and regulations of relevant payment systems and the legislation of the KR.

## 2. General provisions

- 2.1. These Rules determine procedure for issuing and servicing Cards by the Bank, procedure for performing transactions using Cards, as well as rules for safe use of the Card.
- 2.2. These Rules are developed in accordance with the current legislation of the KR, regulatory legal acts of the National Bank of the Kyrgyz Republic (hereinafter - NBKR), and terms of local and international payment systems.
- 2.3. These Rules are binding on all Cardholders who have concluded an Agreement with the Bank.
- 2.4. Cardholder who has concluded an Agreement with the Bank shall assume all obligations provided for by these Rules.
- 2.5. Card account is opened in KGS, US-dollars or euros at the Cardholder's choice.
- 2.6. The Bank has the right to set a minimum amount of funds (minimum balance) on the Card account which cannot be spent (used) by Cardholder until the Card account is closed. Amount of the minimum balance is provided by the Bank's Tariffs.
- 2.7. The Card is individual (personal) if the Cardholder i.e. an individual person is account holder on the basis of the Agreement concluded with the Bank. Any operations for crediting and debiting funds using an individual Card are carried out from the Card Account of the Cardholder.
- 2.8. The Card is corporate if the Cardholder i.e. individual person performs transactions using the Card in accordance with powers granted to him/her by legal entity/individual entrepreneur, account holder. Operations on debiting the funds are carried out from the corporate account of this legal entity/individual entrepreneur.

- 2.9. These Rules and Tariffs of the Bank are posted on the official website of the Bank: [www.keremetbank.kg](http://www.keremetbank.kg), as well as on stands in Bank branches servicing Cardholders.
- 2.10. The Bank may unilaterally amend these Rules. The amendments to these Rules shall be communicated to the Client not later than 10 (ten) working days before the date of entry into force of the amendments by placing relevant information on information stands in the operating rooms of the Bank's divisions and on the official website of the Bank: [www.keremetbank.kg](http://www.keremetbank.kg).

### **3. Receipt of the Card and PIN-Envelope**

- 3.1. The Bank opens the Card Account on the basis of application and issues the Card and a PIN code in PIN envelope or via SMS with a PIN code within 5-10 (five to ten) working days depending on the location of the Bank branch. In case of urgent production, issue and reissue of the Card and PIN-envelope shall be made within 2 (two) working days for the Bank's branches located in Bishkek and within 4 (four) working days for the regions, subject to payment by the Cardholder of the Commission according to the Bank's Tariffs.
- 3.2. Upon receipt of the Card the Cardholder must sign on the back of the Card in the signature field.
- 3.3. The Card is property of the Bank upon expiry of the Card and at the first request of the Bank the Card must be returned by the Cardholder to the Bank.
- 3.4. In the event of issue of the Card when the Cardholder fails to appear at the Bank to receive the Card within more than 3 (three) calendar months from the date of application submission, as well as if there are no operations on the card(s) for more than 6 (six) months, the Bank shall have the right to unilaterally close the Card account with one calendar month's notice to the Cardholder, cancel it and not return commission paid by the Cardholder.
- 3.5. PIN code is one of the additional means of protection against unauthorized use of the Card. An authorized employee of the Bank sends a sealed PIN-Envelope to the Cardholder or the Client request a PIN code via SMS.
- 3.6. In order to protect the funds on the Card account it is forbidden to disclose the PIN code to third parties.
- 3.7. PIN code is not known to Bank's employees. If the Cardholder has forgotten the PIN code, the Card should be handed over to the Bank for replacement as card transactions will become impossible.
- 3.8. PIN code is an analogue of the Cardholder's handwritten signature. All transactions made using the PIN code are considered to be committed by the Cardholder.
- 3.9. Cardholder's secrecy of the PIN code and Code word, as well as compliance with these Rules, is a prerequisite for the Card use. Consequences of disclosure of the PIN code and Code word, as well as violations by the Cardholder of requirements of these Rules in full shall fall on the Cardholder.

### **4. Receipt of an Additional Card and PIN envelope**

- 4.1. When receiving a Visa Infinite or UPI Diamond card it is impossible to receive an Additional Card.
- 4.2. The Bank issues an Additional Card and PIN-code in PIN-envelope or via SMS within 5-10 (five - ten) working days depending on the location of the Bank's branch. In case of urgent production, issue and reissue of the Card and PIN-envelope shall be made within 2 (two) working days for the Bank's branches located in Bishkek and within 4 (four) working days for the regions, subject to payment by the Cardholder of the Commission according to the Bank's Tariffs.
- 4.3. Upon receipt of the Card the Holder of the Additional Card must sign on the back of the Card in the signature field.
- 4.4. When issuing the Additional Card all provisions of these Rules and the Agreement shall apply equally to Additional Card issued.
- 4.5. Amounts of Card transactions made using the Additional Card, amounts of commissions for Card transactions made using the Additional Card including commissions of other banks, and any other expenses related to maintenance of an Additional Card will be debited by the Bank from the Card account without acceptance in accordance with paragraph 9.2.5 of these Rules.
- 4.6. The Additional Card is property of the Bank upon expiry of the Card and at the first request of the Bank the Additional Card must be returned by the Holder to the Bank on a mandatory basis.

## **5. SMS-notification**

- 5.1. The Cardholder can activate or deactivate the SMS-notification service by submitting a written application to the Bank.
- 5.2. The Cardholder pays a commission for SMS-notification according to the Bank's Tariffs.
- 5.3. If the Cardholder wishes to change the mobile phone number to receive an SMS notification he/she must inform the Bank by phone number (+996 312) 55 44 44 and call the Code word.

## **6. Rules for safe use of the Card**

- 6.1. Keep your PIN-code secret. Communication of the PIN code to a third party/s may lead to unauthorized use of the Card i.e. expenditure of funds belonging to you.
- 6.2. Do not keep the Card and PIN code nearby or write it on the Card itself or in documents stored near the Card.
- 6.3. Follow the rules of Card storage:
  - do not keep the Card near sources of open fire;
  - do not expose the Card to mechanical damage;
  - do not keep the Card in wallets with magnetic locks.
- 6.4. The Cardholder may not transfer the Card and communicate the PIN code and/or Code word to a third party/s. Use of the Card by a third party is considered by the Bank as a gross violation of these Rules and may result in blocking, withdrawal of the Card and termination of the Agreement on initiative of the Bank unilaterally.
- 6.5. Have the Card in view when making a purchase. Take the Card as soon as the transaction is complete and make sure it is your Card.
- 6.6. Remember your PIN-code so you don't have to write it down. Watch what's around you, make sure no one is watching you enter your PIN-code.
- 6.7. Never sign a blank receipt when paying by the Card through POS-terminal. Cross out all empty lines above the line with total amount.
- 6.8. Keep all checks/receipts for later reference. Never throw checks/receipts in a trash container in a public place.
- 6.9. Do not call your Card account number aloud in retail point-of-sales or on the phone, if unnecessary people can hear you.
- 6.10. If possible, use ATMs during daylight hours, and at night choose well-lit places. Check ATM (keyboard, ATM card reader) for any suspicious devices, camouflaged video cameras, make sure that no one is standing close to you when you perform an operation.
- 6.11. The Cardholder shall as much as possible prevent the possibility of leakage of confidential information when using the Card, namely: input the PIN-code, Code word, information recorded on the magnetic strip of the Card. If an attacker gets hold of PIN-code or Card data he/she can easily get all the funds in the Card account. In this case claims from the Cardholder will not be accepted by the Bank. The Bank shall not be liable for any losses incurred by the Cardholder in this regard.
- 6.12. If the Cardholder violates the rules on safe use of the Card, the Bank shall not be liable for transactions made on the Cardholder's account.
- 6.13. In case of suspicions about access to the Card account of intruders or detection of suspicious transactions the Cardholder should first notify the Bank and block the Card by calling following number and informing the Code word for blocking the Card: 24 hour information service: (+996 312) 55 44 44. The Card blocking notification shall take effect within 30 (thirty) minutes. The Cardholder expresses his/her unconditional consent that claims for the consequences of blocking the Card by the Bank are not accepted.
- 6.14. ATM considers actions with the Card as unauthorized and blocks the Card by three times (in a row) wrong setting of the PIN-code.
- 6.15. The Card of the Holder may be blocked by the Bank without warning him/her in case of risks of compromising the Card, unauthorized access to it, and suspicious transactions on it.

- 6.16. When the Bank receives a message about the possibility of compromising the Card, it recommends the Cardholder to initiate the reissue of the compromised Card in order to minimize risk of losing money from the Card account. In the event of a written refusal of the Cardholder to reissue the compromised Card the Bank shall not be liable for further operations on such Card, damage caused to the Cardholder, and shall be entitled not to consider the claims of the Cardholder regarding the possible and/or actual unauthorized use of the Card by third parties.

## **7. Card loss/theft**

- 7.1. If your Card is lost or stolen, or you have concerns about the use of the Card by an unauthorized person you should first report it to the following number and provide a code word to block the Card: 24 hour information service: (+996 312) 55 44 44. The Card blocking notification shall take effect within 30 (thirty) minutes. The Cardholder expresses his/her unconditional consent that claims for the consequences of blocking the Card by the Bank are not accepted.
- 7.2. The faster you inform about the loss/theft of the Card, the less chance that someone without your knowledge will use your funds.
- 7.3. Any oral communication to the Bank about the loss or theft of the Card must be confirmed by a written statement submitted to the Bank within 3 (three) days.
- 7.4. If the Card previously claimed as lost or stolen will be found by you, you must immediately notify the Bank in writing and return it to the Bank. Do not attempt to use the Card. We strongly recommend that you check your Card Statement in the following months to ensure that no unauthorized transactions have been made by using your Card.
- 7.5. In case of loss, theft of the Card or use of the Card by an unauthorized person the Bank shall not be liable for transactions made on the Card and losses incurred by the Cardholder in this regard.
- 7.6. If the Priority Pass card or Dragon Pass card is lost or stolen, the Cardholder shall immediately notify the Bank by the phone number specified in paragraph 7.1 of these Rules.

## **8. Controversial Card Transactions**

- 8.1. In case of detection of a controversial transaction in the Card account statement, you should contact the Bank to find out a particular posted amount.
- 8.2. The statement of claim for correctness of transaction shall be submitted within 30 (thirty) banking days from transaction date. After this period the Bank has the full right not to accept a claim statement from the Cardholder.
- 8.3. Term of consideration of the claim application by the Bank is 30 (thirty) banking days from the date of receipt of the application (terms may vary depending on the type of Payment system).

## **9. Rights and obligations of the Bank and Cardholder**

- 9.1. The Bank is obliged to:
- 9.1.1. Service the Cardholder in accordance with the legislation of the KR, regulatory legal acts of the NBKR, the Agreement and these Rules.
- 9.1.2. Ensure secrecy of the Bank account, Card account transactions and the Client's information in accordance with the current legislation of the KR.
- 9.1.3. Issue the Card and PIN-envelope; transfer them to the Cardholder provided that the Cardholder pays the commission according to the Bank's tariffs.
- 9.1.4. Inform the Cardholder about amendments and additions to these Rules and/or changes or establishment of new Bank Tariffs 10 (ten) working days prior to the date of entry into force of these amendments or additions by placing printed copies of the new editions of these documents on information stands in all Bank's branches and/or on Bank's website: [www.keremetbank.kg](http://www.keremetbank.kg).
- 9.1.5. Transfer to the Card account of the Cardholder funds received in favor of the Cardholder no later than the banking day following the day of receipt by the Bank of all necessary documents. In cases where the documents serving as the basis for crediting funds to the Card account of the Cardholder contain incomplete, distorted, inaccurate or contradictory information, or such documents are absent the Bank has the right to delay the crediting of the received amount to the Card account until the document containing the necessary information is received. The Bank also is entitled to return the amount to sender in case of absence of information necessary for

identification of the Cardholder in the document serving as the basis for crediting funds to the Card account or in the presence of incorrect information.

9.1.6. Provide a Statement on the Card account at the request of the Holder of main Card not later than 5 (five) business days of request receipt by the Bank on E-Mail of the Cardholder specified in the Application or in person to the Cardholder in Bank's offices.

9.1.7. Provide the Cardholder of UPI Diamond with the Dragon Pass e-card number which allows the Cardholder to access the superior lounges at most international airports and train stations.

9.2. The Bank is entitled to:

9.2.1. Unilaterally change, supplement these Rules and change or establish new Bank's Tariffs with notification of the Cardholder in accordance with paragraph 9.1.4. of these Rules.

9.2.2. Require the Cardholder to comply with these Rules.

9.2.3. Transfer to the Processing Center or to third parties information about the Cardholder (personal data) necessary for issuance, maintenance of the Card and prevention of fraudulent transactions.

9.2.4. Terminate the Card service/ refuse to carry out operations on the Card account/ refuse to extend the validity of the Card/ block or withdraw the Card in case of non-compliance by the Cardholder with these Rules upon termination of the Contract including the Cardholder's refusal to use the Card, as well as in other cases stipulated by the legislation of the KR.

9.2.5. Write off from the Cardholder's Card account, and in case of insufficient funds on the Cardholder's Card account from any other Cardholder's accounts opened in the Bank in the non-acceptance procedure (without additional consent and without payment orders of the Cardholder):

9.2.5.1. amounts due for payment of services and commissions of the Bank and other banks for card transactions made by the Cardholder in accordance with the Banks' Tariffs, commissions of other banks for card transactions carried out by the Cardholder and any other expenses related to Card maintenance, Card account and transactions under the Agreement. Commission is charged by the Bank at the time of card transaction;

9.2.5.2. wrongly and/or unnecessarily credited to the Card account funds;

9.2.5.3. wrongly and/or unnecessarily issued amounts when receiving funds through an ATM and/or non-withdrawn from the Card account when conducting Card transactions through POS terminal;

9.2.5.4. funds on the grounds and/or in cases stipulated by the current legislation of the KR;

9.2.5.5. funds by commitments of the Cardholder to the Bank arising from other agreements concluded between the Bank and the Holder;

9.2.5.6. commission for visits by the Cardholder and accompanying guests to VIP-halls (Lounge-zone) of airports according to the Bank's Tariffs (applicable to Visa Infinite Cardholders);

9.2.5.7. commission for the Cardholder's accompanying guests visited superior Lounges at international airports and train stations according to the Bank's Tariffs (applicable to UPI Diamond Cardholders);

9.2.5.8. on account of repayment of the Cardholder's debt to the Bank arising on any grounds.

9.2.6. When the currency of the account from which the funds are debited differs from the currency of Cardholder's obligations and/or expenses associated with servicing of the Card (payments outside of the KR and/or in national currency of the KR), Card account and transactions under the Agreement, the Bank is entitled to convert the debited amount established by the Bank at the time of conversion of exchange rates with direct debiting from Card account of the Cardholder a commission for carrying out the conversion established in the Bank's Tariffs.

9.2.7. Refuse satisfaction of Cardholder's claims concerning shortfalls(s) when receiving money at ATM in case of absence of surplus at ATM, and also in case of record of ATM electronic book about successful operation of receiving money and/or in case if receiving money is recorded by ATM security camera.

9.2.8. Request additional information from the Cardholder at its sole discretion including documents related to the Card account operation (agreements, contracts, invoices issued to the Cardholder, etc.) confirming the legality and economic feasibility of the operation or duly certified copies thereof, and in case of failure to provide it or refusal of the Cardholder to provide the required documents, the Bank has the right to refuse to perform the Card account operation.

- 9.2.9. Block the Card with subsequent cancellation at its discretion and require the Cardholder to return the Card within 5 (five) banking days in the following cases:
- technical overdraft;
  - reduction of the minimum balance/security deposit (due to the need to repay the technical overdraft);
  - in case of violation of repayment terms of the Cardholder's debt to the Bank under the Agreement and these Rules;
  - non-compliance by the Cardholder with these Rules;
  - non-fulfillment by the Cardholder of obligations under the Agreement and these Rules;
  - upon receipt of a notification or application from the Cardholder to block/unlock the Card due to loss, theft and/or unauthorized use of the Card;
  - upon receipt of an application from the Cardholder for cancellation of the Card and termination of the Agreement;
  - notifying the Cardholder by the Bank of termination of the Agreement;
  - expiry of the Card validity;
  - in other cases stipulated by the Agreement, the legislation of the KR, these Rules and the rules of payment systems.
- 9.2.10. Blocking and cancellation of the Card as specified in paragraph 9.2.8. of these Rules shall be carried out on the basis of the terms independently determined by the Bank. At the same time the Bank makes the final settlement with the Cardholder 45 (forty-five) calendar days after blocking of the Card due to the closure of the Card account.
- 9.2.11. Not to accept for consideration claim on the Card transaction presented by the Cardholder after 30 (thirty) calendar days from its completion date.
- 9.2.12. At its discretion require other banks to conduct operations on the Card account.
- 9.2.13. Unilaterally suspend the Card transaction/put freeze on the Client's funds (operations, transactions) in cases stipulated by the legislation of the KR.
- 9.2.14. Set limits for spending money on the Card according to the Bank's Tariffs.
- 9.2.15. Provide information about the Client and his/her operations to the relevant authorities in accordance with the requirements of the FATCA<sup>1</sup> if the Client is related to the United States (according to the data specified in Client's questionnaire).
- 9.3. The Cardholder is obliged to:
- 9.3.1. Provide the Bank with the documents and information required to open a Card account.
- 9.3.2. Carry out operations on the Card account in accordance with the legislation of the KR, requirements of the NBKR, the Agreement and these Rules within the amount of funds held on the Card account.
- 9.3.3. Comply with the legislation of the KR on counteracting terrorist financing and legalization (laundering) of criminal proceeds and provide the Bank within the time specified by the Bank with requested information and documents relating to the activities of the Cardholder and his/her operations in accordance with the requirements of the legislation of the KR regulating issues of counteracting terrorist financing and legalization (laundering) of criminal proceeds.
- 9.3.4. Recognize as authentic, valid and committed personally by the Cardholder all card transactions certified by authorization of set of the PIN-code.
- 9.3.5. Pay for the services of the Bank in accordance with the Bank's Tariffs, as well as the services of other banks participating in the process of Cardholder's Card transactions, and any other expenses related to Card servicing and transactions no later than one banking day from the date of invoicing by the Bank for payment.
- 9.3.6. Ensure safety, integrity of the Card and confidentiality of the PIN-code.
- 9.3.7. Reimburse in full any expenses of the Bank related to non-performance and/or improper performance of the terms of the Agreement and these Rules no later than one banking day from the date of invoicing by the Bank for payment.
- 9.3.8. Return to the Bank the funds mistakenly credited to the Card account and/or mistakenly issued to the Cardholder by the ATM, and/or not withdrawn from the Card account during Card transactions through POS terminal within 2 (two) banking days from the receipt date of the Card account statement.

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<sup>1</sup> Foreign Account Tax Compliance Act of the USA of 2010.

- 9.3.9. Not use the Card and the services provided by the Bank for illegal purposes, not perform any actions (operations) aimed at financing terrorist activities and legalization (laundering) of criminal proceeds.
- 9.3.10. Repay debt on the credit limit to the Bank at the end of term and in case of early termination of the Agreement.
- 9.3.11. Return upon termination of the Agreement and/or at the first request of the Bank Cards issued to the Cardholder by the Bank.
- 9.3.12. Notify the Bank in writing of changes in passport data, address and other information specified in the Application or documents submitted to the Bank for opening a Card account no later than 3 (three) banking days from the date of the relevant changes and provide the Bank with documents confirming such changes within the specified period.
- 9.3.13. Provide upon request of the Bank within the terms established by the Bank with documents and all necessary information including confirming the legality and economic substance of the Card account operations.
- 9.3.14. Immediately inform the Bank in writing in case of detection of erroneous crediting of funds to the Card account, and/or erroneous issuance of funds by ATM, and/or non-deduction, erroneous deduction of funds from the Card account during card transactions through POS terminal.
- 9.3.15. Pay in full payment the technical overdraft formed on the Card account.
- 9.4. The Cardholder is entitled to:
  - 9.4.1. Use the Card in strict accordance with the Agreement and these Rules.
  - 9.4.2. Receive on request a Card account statement for the required period.
  - 9.4.3. Apply to the Bank for reissue of the Card for a new term upon expiry of the Card.
  - 9.4.4. If the holder of the Main Card does not extend the validity of the Card and intends to close it, the Holder of the Additional Card has no right to demand the reissue of his/her Card at the expiration of its term.

## **10. Responsibility of the Bank and Cardholder**

- 10.1. The Parties shall be liable for non-performance or improper performance of their obligations under these Regulations and Agreement in accordance with the legislation of the KR and these Regulations.
- 10.2. The Bank shall not be liable:
  - for refusal of a third party to service the Card;
  - for consequences of the Cardholder's untimely request to block the Card due to loss of the Card;
  - for inability to perform operations in case of seizure of funds on the Cardholder's Card account or on the grounds and/or in other cases provided for by the legislation of the KR;
  - for damage caused to the Cardholder as a result of fraudulent transactions, unauthorized access to the Card account by third parties, in cases where such access occurred in a situation that is not subject to or not under the control of the Bank (Card compromise);
  - The Bank shall not be liable for any delays, losses and other consequences arising from delay or loss of funds if they took place in connection with the incorrect indication by the Cardholder in the payment document of the recipient's details or the Bank details of the recipient, as well as in other cases occurred through no fault of the Bank;
  - in other cases stipulated by the Agreement, these Rules, the legislation of the KR, and the rules of payment systems.
- 10.3. The Cardholder shall be liable for compensation to the Bank for losses as a result of:
  - provision of inaccurate, outdated or incomplete information specified in the Application or other information provided to the Bank;
  - consequences of late notification to block the Card in connection with the loss of a Card;
  - transfer of the Card to third parties and for operations carried out by them;
  - conducting money laundering and terrorist financing operations including fraudulent transactions on the Card;
  - failure to perform or improper performance of terms of the Agreement, these Rules, as well as for any consequences associated with it.



- 10.4. In case of violation by the Cardholder of the terms of duties performance established by paragraphs 9.3.5, 9.3.7, 9.3.8 of these Rules, the Cardholder shall pay the Bank a penalty in accordance with the Bank's Tariffs for each day of delay.
- 10.5. The Parties shall not be held liable for violation of terms of obligations performance under this Contract, the cause of which was the circumstance of insuperable force (force majeure) which neither Party could not foresee or prevent through reasonable action. Circumstances of insuperable force include but are not limited to: emergency situations in the payment system, natural disasters, fires, floods, earthquakes, other natural or industrial disasters, epidemics, military actions, coups, states of emergency, revolutions, riots, terrorist acts, civil unrests, actions of Government, government agencies, the NBKR regulatory and legal acts which came into force after the date of entering into the Agreement, acceptance of solution by the NBKR and/or state authorities resulting in impossibility of performance by the Party concerned of his/her obligations under the Agreement and these Rules, as well as other circumstances beyond the reasonable control of the Parties, moreover, the occurrence of the force majeure event must take place after the entry into force of the Agreement.
- 10.6. The occurrence of force majeure shall entail an increase of the period of performance of the relevant obligations under this Agreement for a period during which such circumstances were in force.
- 10.7. The proper proof of force majeure will be the documents issued by the authorized state bodies. Party who relies on force majeure circumstances shall provide evidence of force majeure circumstances at the request of other Party.
- 10.8. Suspension of operations on the Card account, freezing of funds (operations/transactions) of the Client, refusal to conduct operations, as well as termination of the Agreement and closure of Cardholder's Card account(s) in cases provided for by the Agreement and the legislation of the KR are not grounds for liability of the Bank.
- 10.9. The Bank shall not be liable for expenses, errors, omissions or delays in payments made by the correspondent bank or a third bank, nor shall be liable for the consequences caused by their financial situation.

## **11. Conditions of carrying out Card transactions:**

- 11.1. Card transactions related to payment for goods and services in retail point-of-sales in the territory of the KR are made only in soms.
- 11.2. The Bank has the right to refuse the Cardholder to carry out the transaction:
  - 11.2.1. if the Cardholder does not have enough funds on the Card account to carry out the Card transaction and pay the Bank's commission, as well as the services of other banks involved in the process of Cardholder's transactions;
  - 11.2.2. if the technique of registration of settlement documents, banking rules, international banking standards, customs and practices is violated, as well as if the payment document is signed by a person who is not authorized to dispose of funds on the Card account;
  - 11.2.3. in case of seizure of the Card account, suspension of operations on the Card account and in other cases provided for by the legislation of the KR;
  - 11.2.4. if payment details are missing or incorrectly specified in the payment document;
  - 11.2.5. if transaction is contrary to the legislation of the KR, these Rules or the Agreement.

## **12. Card payment process**

- 12.1. To pay for the goods purchased or services rendered you must present the Card to employee of the point-of-sale.
- 12.2. Require transactions with the Card only in your presence. After verifying the authenticity of the Card and your rights as the legal owner of the Card, employee authorizes using POS-terminal i.e. obtaining permission from the issuing Bank to conduct operations with the Card. Two completed copies of the check are printed automatically in case of using POS terminal. After that you are invited to put your signature on check;
- 12.3. POS terminal receipts must contain the following data:
  - Operation date;
  - Authorization code;

- Your Card number (not the entire number is indicated for security purposes);
  - Total amount to be paid;
  - Transaction currency;
  - Status of the operation. In case of correct payment on the check must be present inscription: "OPERATION APPROVED", in case of unsuccessful transaction – "OPERATION REJECTED»
  - Special field for your signature;
  - Name and legal address of the company where you pay by Card;
  - Field for signature by cashier of the point-of-sale and the Cardholder.
- 12.4 POS-terminal check is printed in two copies. Do not sign the check if it does not contain the amount that will be later debited from your Card account in the Bank, an incorrect amount is put down or there are no other details of the operation (for example, the date).
- 12.5 Employee of the point-of-sale should compare your signature made in his/her presence on the check with the signature on the back of the Card.
- 12.6 If employee of the point-of-sale is not convinced of the identity of the signatures he/she has the right to demand to re-sign the check (in some cases several times until employee is convinced of authenticity of the signature), as well as to present an identity document.
- 12.7 If employee of the point-of-sale is not sure about the identity of your signature he/she has the right to refuse to pay for your purchase by Card and offer you another method of payment, for example, cash.
- 12.8 After employee of the point-of-sale has duly drawn up the check, checked your signature and accepted payment by Card, he/she is obliged to give you first copy of the check. Do not forget to keep the first copy of the check which is a confirmation of the transaction.
- 12.9 We strongly recommend you to keep copies of all documents received by you in confirmation of payment by Card for goods and services. Keeping these documents will allow you to control the amount of funds debited from your Card account.

### **13. Cash receipt**

- 13.1 Using the Card you can get cash in two ways:
- 13.1.1. In authorized banking and financial institutions: Process of cash receipt will take place in the same manner as in the case of payment for goods and services by Card, however in this case you must have an identity document.
- 13.1.2. By ATM: In this case the authenticity of the Card and your rights as the legal owner of the Card are verified when you enter the correct PIN -code on the ATM keyboard. ATM will return your Card at the same time as cash is issued. It is necessary to collect money and Card issued by ATM in a timely manner, otherwise if you do not do it within 15 (fifteen) seconds, the ATM will take money back.

### **14. Cash deposit**

- 14.1. You can deposit your Card account in one of the following ways:
- with cash in any branch or savings banks of the Bank;
  - deposit your Card account in the Bank's payment terminal with cash. Deposit currency in the payment terminal (KGS);
  - by wire transfer from other banks. First you need to get the details of your Card account.

### **15. Withdrawal of the Card**

- 15.1. The Card can be withdrawn from you by an employee of a trade or service institution where you want to pay with the Card, as well as in banks.
- 15.2. Reason for the withdrawal of the Card should be explained to you, as a rule it is the order of the issuing Bank. At the same time you have the right to ask the employee of the trade or service point, or the Bank for a receipt for the withdrawal of the Card. After receiving the receipt you need to contact the office of the Bank that issued the Card.
- 15.3. ATM through which you were going to receive cash may not return your Card. The reason may be either the withdrawal of the Card by order of the issuing Bank, or due to a malfunction of

ATM. In addition, if you incorrectly set your PIN code three or more times, the Card is usually not returned by ATM. In case of withdrawal of the Card by ATM follow the instructions:

- first of all, you need to contact the Bank that installed ATM you used. Bank coordinates and phone numbers are usually indicated on ATM itself or near the location of it;
- by contacting the Bank that serves ATM explain the situation and specify the time at which you will be able to get your Card back;
- to obtain the Card you will need an identity document.

## **16. Payment via the Internet using the Card**

- 15.4. When making payments on the Internet the Cardholder independently assesses the reliability of the seller (term of work, reputation, availability of postal address, etc.) for which he/she indicates the details of his/her Card.
- 15.5. If the Cardholder wishes to pay for the purchased goods/services via the Internet using the Card data the Cardholder confirms his/her full and unconditional consent that:
  - 15.5.1. The Card account will be debited for the transaction amount and amount of commissions that apply to that transaction by the Bank and/or seller of goods/services and/or Payment system and/or the seller's bank for the transactions made by the Cardholder via the Internet using Card data (Card number, its expiration date, CVV2, etc.) and/or data of the Cardholder.
  - 15.5.2. The Cardholder is fully responsible for all transactions that may be made over the Internet using Card data and/or Cardholder data even if the transactions were made not by the Cardholder himself/herself but by any third party to whom such data became known in connection with their use by the Cardholder when making payments over the Internet, in case of improper storage of the Card when third parties had access to the Card, in any other cases, as a result of which third parties have data on the Card and/or the Cardholder allowing to make payments over the Internet without the consent of the Cardholder.
- 15.6. The Cardholder hereby confirms that he/she assumes all risks associated with:
  - 15.6.1. Possible access by third parties to Card data and/or Cardholder data that the latter used when making payments over the Internet using the Card;
  - 15.6.2. Making any payments via the Internet by a third party who has become aware of the Card details and/or the Cardholder's details.
- 15.7. The Cardholder assumes all possible losses, expenses, damages, etc., arising as a result of payments made by a third party via the Internet using the Card data and/or the Cardholder's data, and hereby warrants that he/she will not file claims with the Bank or any claims against it in such cases, as the Bank has previously and fully informed the Cardholder about the possible risks associated with making payments via the Internet using the Card and/or the Cardholder's data. The Cardholder hereby acknowledges and confirms that he/she is the initiator of providing him/her with the technical ability to make payments via the Internet using the Card data and/or the Cardholder's data, as well as that he/she releases the Bank from any liability, and the Bank, accordingly, shall not be liable to him/her for any consequences that may arise for the Cardholder when making payments via the Internet using the Card both by the Cardholder and any third party authorized or not authorized by the Cardholder.

**These Rules are part of the Agreement and are binding on the Client.**