



Standard form approved by the
Management Board of JSC
"Tengri Bank" (minutes of the
meeting dated May 03, 2016
года № 33)

*(as amended and approved by the Management Board of JSC
"Tengri Bank"
(minutes of the meeting dated
January 10, 2019 № 02)*

*(as amended and approved by the Management Board of JSC
"Tengri Bank"
(minutes of the meeting dated
July 31, 2019 № 038)*

For the entities related to the
Bank (including its affiliates)
the Board of Directors of JSC
"Tengri Bank" approved the
standard form (minutes of the
meeting dated May 30, 2016
№ 21)

*(as amended and approved by the Board of Directors of JSC
"Tengri Bank"
(minutes of the meeting
dated May 02, 2019 № 11)*

*(as amended and approved by the Board of Directors of JSC
"Tengri Bank"
(minutes of the meeting dated November 02, 2019 №20)*

Rules on Payment Card Use for Individuals

Chapter 1. General Provisions

1. The Rules on Payment Card Use for Individuals (hereinafter – Rules) regulate the relations between the Bank and a Client associated with opening a bank account (hereinafter – Account), issuance, servicing and using a payment card (hereinafter – card).
2. The Rules are the integral part of the Individual Bank Account Agreement, the means of access to which is a payment card (hereinafter - the Agreement), concluded between the Bank and the Customer. By joining the Agreement, the Client joins these Rules and confirms:
 - 1) That has received, read and unconditionally agreed with the Rules and tariffs of the Bank;
 - 2) Undertakes to comply with and be governed by the Rules;
 - 3) In case of issue of additional cards shall be responsible for compliance with the Rules of holders of additional cards.
3. The Client may not refer to the absence of her/his signature in these Rules or tariffs of the Bank as evidence that these Rules or tariffs of the Bank were not received or clarified if the Bank has an application for a basic / additional card signed by the Client.
4. The Rules does not apply to other services provided by the Bank and not provided for in these Rules. If the Client wishes to receive other services, the conclusion of separate agreements for the

provision of relevant services is required.

5. The Rules are posted on the website of the Bank.
6. The concepts and definitions used in the text of the Agreement and the Rules have the meaning that is given in the annex hereto, unless otherwise specified directly in the text of the Agreement or the Rules.

Chapter 2. Issue of payment card

7. The Bank issues a payment card during 10 working days:
 - 1) A client appears in person at the Bank – from the date of application for opening an account and receipt of a payment card (hereinafter – application for a payment card);
 - 2) Application submitted via remote access system¹/online² – from the date of such application (after technical implementation).
8. Client shall pay to the Bank a monthly fee for card servicing in accordance with the Bank's tariffs.
9. The Bank hands over a card:
 - 1) To the cardholder directly, or
 - 2) Authorized person of a cardholder, acting on the grounds of the notarized POA or,
 - 3) an authorized employee of the organization, acting on the basis of a power of attorney from the card holder who is an employee of the organization, certified by the signature of the head and seal of the organization; или
 - 4) an authorized employee of individual entrepreneur acting on the basis of a power of attorney from the cardholder who is an employee of the individual entrepreneur on the grounds of the notarized ID.
10. Upon receipt of the card, the cardholder / her/his authorized representative / official of the organization / official of the individual entrepreneur signs on the Bank's document certifying receipt of the card.
11. A cardholder shall put the signature on the reverse side of the card. No signature of the cardholder or the signature does not comply with the signature of the cardholder on the sales receipt is the legal basis for refusing to accept the card for service and withdrawing the card from circulation without any compensation payments from the Bank or the payment card system.
12. If the cardholder fails to appear at the Bank to receive the card within three calendar months from the date of issue of the card, the Bank may destroy / annul the unclaimed card in accordance with clause 1.10 of the Agreement.

Chapter 2-1. Delivery of payment cards and PIN envelopes

- 12-1. The Bank may deliver the payment card and PIN envelope to the cardholder by courier services subject to the written agreement with the cardholder.
- 12-2. Upon delivery of a payment card / PIN envelope, a courier service employee takes a picture of a cardholder with a payment card / PIN envelope, as well as a document proving the identity of the cardholder.
- 12-3. If the cardholder refuses to sign any banking documents or impedes the actions of the courier service employee regarding the implementation of the actions specified in clause 12-2 of the Rules, the payment card / PIN envelope would not be handed over to the cardholder.
- 12-4. Payment cards / PIN envelopes (if any) not delivered through the fault of the cardholder are subject to cancellation in accordance with an internal document regulating the procedure for the destruction of unclaimed payment cards.

¹ Remote access system "TengriWallet» is a system allowing a client to get access to the e-banking services.

² On-line – possibility to submit an application for a payment card via internet site of the Bank.

Chapter 3. Storage of payment cards

13. A cardholder shall ensure safety of the card and exclude the possibility of unauthorized use of the payment card by third parties.
14. The card shall not be handed over to third parties for use or as a pledge. The card submitted by an unauthorized person shall be taken out.
15. The encoded information is placed on the magnetic strip on the reverse side of a card. Causing mechanical damage (scratches, dirt, overheating by sun rays), exposure to electromagnetic fields (proximity to displays, magnetized or containing magnets objects - keys, magnetic locks on bags) and other adverse factors that can damage the recording on the magnetic strip and cause the impossibility of card transactions using a card.
16. There is an integrated circuit with encoded information on the front side of a card. The integrated circuit is immune to electromagnetic fields and atmospheric effects.
17. The Bank shall not be liable for the damage caused to the card because of use of a card in ATMs and other electronic devices.

Chapter 4. PIN code

18. A PIN code may be delivered in one of the following ways:
 - 18-1) PIN envelope:
 - 1) Hand over directly to the cardholder; or
 - 2) Authorized person of the cardholder acting on the basis of notarized POA; or
 - 3) An authorized employee of the organization acting on the basis of POA from the cardholder who is an employee of the organization, signed by the chief executive and sealed with the seal of organizations (the organization is a legal entity entered into agreement with the Bank on banking services and payments to the employees of the organization); or
 - 4) An authorized employee of the individual entrepreneur acting under the notarized POA of the cardholder who is an employee of the individual entrepreneur.
 - 18-2) if there is a written consent of a cardholder – by means of automated SMS with a PIN code to the phone number of the cardholder specified in the application for card (if technically feasible).
19. Upon receipt of the PIN envelope, the cardholder / her/his authorized representative / official of the organization / official of the individual entrepreneur checks the integrity of the PIN envelope and signs the Bank's document, confirming its receipt.
20. The Bank employees do not know the PIN code and the cardholder must not disclose and/or transfer it to third parties at all times of the card use.
21. A cardholder may change the current PIN code to a new PIN code via ATM, at its own discretion on the condition that the Bank provides such service.
22. The Bank recommends a cardholder to adhere to the below listed rules in order to maintain the secrecy of PIN code:
 - 1) immediately upon receipt, open the PIN envelope, remember the PIN code printed on the insert, and destroy the PIN envelope with the insert;
 - 2) if the card holder her recorded the PIN code somewhere, it is necessary to keep the card and the record separately;
 - 3) do not allow anybody to see the PIN code keyboarding on the electronic device;
 - 4) when changing at own discretion the current PIN-code to a new one, do not use combinations consisting of repeating digits (for example, 7777) or consecutive digits (for example, 1234), as well as consisting of digits of the date of birth of the card holder or digits of the card number.
23. When keying a PIN code, the numbers on the displays of electronic devices are masked (displayed in the form of conventional signs). It is necessary to avoid mistakes when typing a PIN code. If three times in a row (with any period, when using one or different electronic devices) the wrong

PIN code was typed, then in case of the fourth mistake in a row, the Bank will block the card. The card will unblock after resetting the counter of an incorrect PIN code based on a written application of the Client submitted to the Bank or based on an oral instruction of the Client to the Contact Center employee by phone, after proper identification of the Client.

24. Card transactions executed with the use of a card and electronic devices confirmed by PIN code shall be considered as executed by the cardholder.
25. In the event of loss of the PIN code, the Bank recommends that the cardholder reissue the card in accordance with the Rules, as card transactions using the card and electronic devices without entering the PIN code is impossible.

Chapter 5. Setting/changing limits on a payment card

26. In order to prevent unauthorized and fraudulent transactions using a card, the Bank has set limits and restrictions on certain types of card transactions.
27. The information on limits and restrictions on the card transactions is posted on the website of the Bank.
28. Excluded.
29. Changing limits and restrictions on the debit operations with the use of a card is subject to the application for changing limits submitted by the client (holder of the main card) to the Bank.
30. Changing limits and restrictions on the debit operations with the use of an additional card issued in favor of third party is subject to the written application for changing limits submitted by the Client (holder of the main card).
31. If the Client cannot submit an application for changing limits and restrictions for any reason (for example, being abroad), changes in limits and restrictions on spending transactions using a card (including an additional one, in the name of the Client) are made for a period not exceeding 30 days on the basis of an oral instruction of the Client to the employee of the Contact Center by phone, after proper identification of the Client.

At the same time, the Client, shall accept without reserve that the recording of the phone conversation between the Client and an employee of the Contact Center, made by the Bank through a recording device, will be sufficient evidence of the verbal instruction received from the Client about the change of limits and restrictions on spending transactions using the card and the Bank's employee of the Contact Center identification of the Client.

32. Upon the expiration of the term of the expense limit on the card transactions indicated by the Client in an application for changing restrictions or an application for a card, or by phone to an employee of the Contact Center, the Bank will automatically change the limit to the amount specified in clause 27 of the Rules.
33. Excluded.

Chapter 6. Transactions with the use of a card

34. A cardholder uses a card for payment for goods and services, and cash withdrawal, currency exchange, and other transactions determined by the Bank and on the terms not contradicting the current legislation of the Republic of Kazakhstan, at the service points equipped with logos of payment card systems to inform cardholders about the possibility of servicing a card at this point.

§ 1. Cashless payments by means of a card

35. In accordance with the rules of payment card systems, entrepreneurs are not entitled to inflate the cost of goods and services when accepting a card for payment in comparison with cash. The cardholder informs the Bank of all cases of an overvaluation of the cost of goods and services by an entrepreneur.
36. A card shall not be used for any illegal purposes, including, but not limited to, cashless payments for goods and services prohibited by local law (legislation of the host country), applicable to the card holder.

37. Cashless payment for goods and services of an entrepreneur with the use of a card is made in the automated mode of authorization.
38. Card transactions are carried out by drawing up a payment document.
39. The regulations of the payment card system in which the payment is made, and/or an agreement concluded between the participants of the payment card system shall determine the procedure of transfer and submitting a payment document.
40. Foreign currency transactions with the use of a card shall be subject to the foreign currency operation law of the Republic of Kazakhstan.
41. Payments with the use of a card in the territory of the Republic of Kazakhstan are made in national currency only except the cases stipulated by the foreign currency legislation of the Republic of Kazakhstan.
42. The currency of settlements of the Bank with the international system of payment cards is US dollars and euros. The amount of a card transaction carried out through the international payment card system, in a currency other than US dollars or euros, is converted into US dollars or euros at the rate established by the international payment card system on the date of settlement with the Bank for this card transaction, and is directly debited by the bank to the bank account of the card holder.

If the Account is maintained in tenge and the card transaction is made through the international system of payment cards, the Bank will directly debit to the Customer's Account the amount in tenge equivalent to the amount of the card transaction in US dollars or euros at the selling rate of the non-cash currency established by the Bank on the date of withdrawal of money from the Account.

If the Account is maintained in foreign currency and the card transaction is made in tenge, the Bank shall make direct debit to from the Customer's Account in foreign currency equivalent to the amount of the card transaction made in tenge at the rate of purchase of non-cash currency established in the card system of the Processing Center on the date of withdrawal money from the account.

43. A client shall maintain Account balance necessary for the execution of the payment document drawn up during the card transaction using the card.
44. The authorization amount is excluded from the Client's available balance of the Account until it is withdrawn from the Account or until the Bank receives confirmation that the payment of the authorized amount has not been made.
45. The Bank blocks money from the Account in the amount of authorization before receiving a payment document from the payment card system for up to 30 calendar days from the date of authorization.
46. The cardholder shall unconditionally pay by the card on the card operation, if prior to the operation the card has not been blocked.
47. The Bank reject the Client's card authorization in case of seizure of money on the Account or suspension of expenditure operations on the Account pursuant to the current legislation of the Republic of Kazakhstan.
48. A Client pays a fee for a card transaction, in the amount and at the rates set by the Bank's tariffs. The commission is charged in the currency of maintaining the Account by direct debit of the Account.
49. A client shall be liable for non-compliance with the currency legislation of the Republic of Kazakhstan when carrying out card transactions. The Client submits, at the Bank's request, supporting documents on foreign exchange transactions carried out using the card, within three business days from the date of receipt of the corresponding request from the Bank.
50. To make a card transaction a cardholder shall submit a card to the cashier of an entrepreneur.
51. In the automated authorization mode, the cashier authorizes a transaction through the POS terminal. The cashier places the card in the reader of the POS-terminal, keys the amount of the card operation. A cashier may ask a cardholder to confirm a card transaction by entering a PIN code on a special keyboard. The request arrives to the Bank through communication channels. If the

Account balance is sufficient and the PIN code is correct (if a card operation is to be confirmed by the PIN code keyboarding), a check confirming the operation is printed out in two copies. The cashier gives one check to the cardholder. The cardholder checks the correctness of the data indicated on the check. Depending on the technology adopted, the signatures of the cardholder and cashier may certify the printed check.

52. A cashier may request from a cardholder an identity document. In the absence of the document, the cashier may refuse the cardholder to make a card transaction.
53. Keyboarding of the correct PIN code and / or the original signature of a cardholder on the checks is an indication of the cardholder's instruction to debit the amount of the card transaction to the Account.
54. A cashier may withhold a card until the circumstances are clarified, subject to the requirements of chapter 9 hereof.
55. Any correction in the payment documents drawn up in hard copy is not allowed.
56. A cardholder may return a purchase paid by the card or withdraw from the service prepaid by the card. For this purpose, at the request of the cardholder and with the consent of the entrepreneur, the cashier performs the reversal operation. The purchase refund is made after authorization, in which case the cardholder demands a reversal operation, since after authorization the amount of the card operation is blocked or debited to the bank account. To make a reversal operation, the cashier draws up a special reversal slip (credit) slip, authenticated by the signatures of the cardholder and the cashier, or uses the special function of the POS terminal ("reversal") with the printing of a special check. In this case, the amount of the card transaction will be unblocked or credited to the bank account on the business day following the date the Bank receives data on the reversal operation from the payment card system. This circumstance must be taken into consideration when calculating the amount available on the card.

§ 2. Cash withdrawal using a card

57. One may withdraw cash using a card at cash points or through ATMs of payment card system participants.
58. As a rule, cash withdrawal via a card is in the currency of the host country. In some countries, the frequency and maximum amount of cash withdrawals via a card may be limited.
59. Cash withdrawal at cash points using a card is carried out in an automated authorization mode.
60. The cardholder makes cash withdrawal via ATM in self-service mode.
61. After completion of the card transaction and withdrawal of banknotes from the ATM, a check is printed. Due to the confidentiality of information, the Bank recommends that the cardholder takes the printed check and keeps it from public view.
62. The card operation for a valid card when keyboarding the correct PIN code may be rejected for the following reasons:
 - 1) the requested amount cannot be disbursed in the banknotes available in ATM cassettes (it is necessary to request an amount multiple of the minimum face value of banknotes specified in the instructions for this ATM);
 - 2) the requested amount exceeds the one-time withdrawal limit due to the dimensions of the cash dispenser of the ATM (it is necessary to divide the requested amount into parts and repeat the operation several times);
 - 3) the requested amount exceeds the bank account balance (you need to request a smaller amount, which can be clarified using the function of printing information about the Account balance, and the allowance shall be made for the fee charged by the Bank in accordance with the Bank's tariffs);
 - 4) the requested amount exceeds the limits set by the cardholder/Bank on the account of the card/ payment card system participants.
63. When operating ATM a cardholder shall take into consideration the fact that a card or banknotes

to be withdrawn during 20 seconds from the dispenser, in order keep safe the cardholder's money the protection system will be activated; the card or banknotes will be dragged into the ATM and detained in a special compartment. In such cases, the participant of the payment card system servicing this ATM shall return the card to the cardholder only after clarification of the reasons for taking out the card and after consultations with the Bank. The recovery of the amount of a card operation (or its non-withdrawn part) withdrawn from the Account upon authorization can be carried out only after re-encashment of the ATM and clarification of the amount of cash not withdrawn by the cardholder. The cardholder may submit a written application to the Bank in order to facilitate negotiations with the payment card system participant servicing this ATM. The dispute settlement shall be in accordance with chapter 14 of the Rules.

Chapter 7. Technical overdraft

64. Technical overdraft performed by Customer is subject to immediate repayment. Each case of customer admitting technical overdraft is considered a significant violation of terms of Agreement and may lead to its termination by the Bank.
65. Customer shall control over money expense using card and shall not allow occurrence of technical overdraft. Customer shall be liable for control over expense using card in full capacity, incurred by the Bank.
66. In case of technical overdraft, performed by Customer as follows:
 - 1) Bank shall block card in accordance with the Rules;
 - 2) Customer shall pay forfeit Bank, accrued by Bank from date of technical overdraft occurrence to date of its repayment by rate, provided by authorized body of the Bank, from amount of technical overdraft.
67. When accruing forfeit in case of technical overdraft number of days in calendar month shall be accepted by equal of 30 days, 360 days a year.
68. Since technical overdraft, money, credited to Account, shall be sent to total amount of debt as of the current date, therewith, the following order is determined:
 - 1) First, forfeit shall be repaid in case of technical overdraft;
 - 2) Second, amount of technical overdraft.

Chapter 8. Blocking and unblocking card

69. Bank shall block card in following cases:
 - 1) Upon oral or written notification from cardholder regarding loss, theft or unauthorized use of card;
 - 2) If cardholder fails to fulfill own liabilities, provided by Agreement;
 - 3) If requirements of the Rules are violated/unfulfilled;
 - 4) When money is arrested, kept at Customer Account, or postponing of expenditure operations on Customer account in accordance with legislation of the Republic of Kazakhstan;
 - 5) Upon requirement of payment cards system;
 - 6) If there is suspicion of unauthorized use of card, if Bank has identified this fact;
 - 7) Other cases, provided by Agreement and/or legislation of the Republic of Kazakhstan.
70. If card is lost or stolen, as follows:
 - 1) Card holder shall immediately apply to any branch of Bank by location or to employee of Contact center with oral or written notification of loss/theft of card (hereinafter – notification);
 - 2) Cardholder shall not be liable for consequences of untimely notification of Bank regarding loss or theft of card – in full, incurred by Customer and/or Bank;
 - 3) Notification shall include surnames, names and patronyms of cardholder and if possible additional information (date of birth, code word, number and validity period of card, contact information, as well as reason for blocking card);

- 4) If cardholder provides own information to any third party, notification from such third party shall be considered as outgoing from cardholder and claims for consequences of card blocking by Bank shall not be accepted;
 - 5) Blocking lost/stolen card shall be performed upon instruction of cardholder with inclusion or without inclusion of card into stop-list. Therewith, in case of blocking cards with requisites of card into stop-list and with condition of payment remuneration in favor of Bank in accordance with tariffs of Bank, Bank shall register notification in relevant journal (with fixed time) and shall transfer it to payment cards system.
 - 6) Blocking lost/stolen card:
without requisites of card in stop-list, shall come into force since moment of cardholder instructions receipt;
when entering the card details in the stop list, it takes effect after six hours from the moment of registration of the notification by the Bank;
 - 7) Blocking lost/stolen card, Customer shall pay Bank fee in accordance with Bank tariffs;
 - 8) After blocking card, Bank, based on written application of Customer, shall issue new card with new number and PIN-code.
71. Hereby, Customer agrees that card operations performed using card before registration of notification, shall be referred to as properly sanctions by cardholder.
 72. In case of blocking lost/stolen card without including requisites if card into stop-list there is risk of unauthorized use of lost/stolen card on any device of acquirer, servicing cards, in any region of the world, except for Bank devices. In case of blocking a lost/stolen card with entering the card details in the stop list, valid for acquirer devices only in a certain region of the world, there is a risk of unauthorized use of a lost/stolen card in any acquirer device in any other region of the world, except for Bank devices, and acquirers of the region of the world in which this stop list operates. The Bank is not liable for the consequences of unauthorized use of a lost/stolen card due to the blocking of a lost/stolen card at the direction of the card holder without entering the card details in the stop list or with entering the card details in the stop list, valid only for acquirer devices in a certain region of the world.
 73. Hereby, Customer irrevocably agrees that conversation recorded by employee of Contact center by telephone, issued by Bank by means of recording equipment, will be adequate evidence that there was oral notification on blocking of card, received from cardholder.
 74. Bank shall reserve right to determine responsibility of cardholder in event of negligence in storage of card or non-observance of PIN code (including after blocking the card), as well as in case of intentional illegal actions of cardholder.
 75. Upon detection of card previously declared lost/stolen, Customer may unblock card, including additional card (both in his own name and in name of third party) on basis of a written application submitted to Bank.
 76. Excluded.
 77. The following persons may unblock additional card upon written application provided to the Bank:
Customer, if he/she has previously provided Bank with written notification on blocking of additional card;
Additional cardholder, in case, if additional cardholder has provided Bank with oral or written notification on blocking of additional card.
 78. Card may be unblocked in following cases:
 - 1) If further use of blocked card is safe for its holder, with condition that card was not reissued (for example, when finding lost/stolen card, etc.);
 - 2) Customer has fulfilled liabilities before the Bank, provided by Agreement or the Rules;

- 3) After releasing the money on Customer account, or cancellations of suspension of expenditure operations on Customer Account in accordance with current legislation of the Republic of Kazakhstan.

Chapter 9. Card capture

79. Card capture is allowed in following cases:
 - 1) card expiration;
 - 2) Cardholder failed to fulfill conditions of Agreement;
 - 3) Rejection of cardholder to use a card;
 - 4) During termination of Agreement;
 - 5) Other cases, provided by legislation of the Republic of Kazakhstan.
80. Card capture shall be performed by ATM, cashier of entrepreneur or cash withdrawal point, Bank employee. The relevant act shall be issued during card capture (except for cases of its capture by ATM).
81. Bank shall return captured card directly to cardholder after decision of such return based on written application of cardholder when providing ID documents.

Chapter 10. Card reissue

82. Bank shall reissue card upon written application of cardholder, provided to Bank.
83. Bank shall reissue card within 10 working days since cardholder provide Bank with written application.
84. Card reissue shall be performed in following cases:
 - 1) Card expiration date;
 - 2) PIN-code is lost or disclosed;
 - 3) Card is lost or stolen;
 - 4) Card is damaged and further may not be used;
 - 5) Cardholder changed his/her surname and/or name;
 - 6) Other cases, upon initiative of Bank or Customer.
85. Customer shall pay Bank fee for reissue of card in accordance with tariffs of the Bank, except for cases, provided by clause 86 of the Rules.
86. Bank shall reissue card without charging a fee for card reissue in following cases:
 - 1) Upon expiry of card;
 - 2) PIN-code in PIN-envelope is unreadable;
 - 3) Surname and/or name of cardholder, specified on card do not comply with information, specified by cardholder in card receipt application;
 - 4) Within five working days since its provision to cardholder, during first operation on card, ATM and/or POS-terminal do not read information from magnetic stripe of card.

Chapter 11. Validity period of card, discountenance of card use

87. Card shall have marks of date of expiry (month and year). Card shall be valid until the last calendar day of a month, marked on it.
88. Card operations shall not be performed on overdue cards. Upon expiry, card shall be reissued in accordance with chapter 10 of the Rules. Therewith, Bank shall inform cardholder on card expiry prior to 10 calendar days before the card expiry period by one of the following means:
 - 1) Telephone call to cardholder telephone number, listed in card receipt application;
 - 2) SMS-message to cardholder telephone number, listed in card receipt application.
89. In case of rejection to use card, cardholder shall provide Bank with relevant written application.
- 89-1. If card product is discontinued, Bank shall not issue payment cards on the above-mentioned card product since date of its discontinuity, therewith, card servicing shall continue within discontinued product prior to expiry of their validity period.

Chapter 12. Provision of statements

90. Bank, upon written application of Customer/additional cardholder, shall provide statements on card

operations to Customer/additional cardholder for required expired period within 10 working days since receipt of such application. Therewith, additional cardholder may receive statement only on operations using additional card. Customer may receive account statement, without limits, including statements on operations of additional card.

91. Statements for expired period shall be provided to Customer/additional card holder as follows:
 - 1) shall be printed and given out directly in Bank branch, which services Customer/additional card holder; or
 - 2) shall be sent electronically to e-mail address, specified by Customer/additional card holder in application of card receipt by e-mail; or
 - 3) shall be printed and sent to postal address, specified by Customer/additional card holder in application for card receipt, by postal or facsimile (with condition of payment for postal and other expenses, related to shipping of statement).
92. Customer/additional cardholder shall pay Bank fee in accordance with Bank tariffs for provision of statements.
93. Bank may provide statements to trusted entity of Customer, acting upon notary certified power of attorney, issued by Customer.

Chapter 13. Additional services of card use

94. Bank shall provide following list of additional services:
 - 1) SMS-notification;
 - 2) cashback.
95. In order to receive SMS-notification, Customer/additional cardholder shall provide Bank with application for receipt of such service or shall subscribe independently by ATM. Therewith, Customer may subscribe to service by remote access system (if there is technical capability).
- 95-1. Information on value of cashback on operations, performed using Bank's cards, published on web site of the Bank.
- 95-2. Cashback accrual shall be performed in Account currency. If the cardholder returns the purchase paid on the card or refuses the prepaid card service for which cashback was paid, the amount of cashback paid for this card operation is refunded.
96. For receiving additional services, Customer pays Bank a commission in accordance upon Bank tariffs, with exception of cashback.
97. The list of additional services specified in clause 94 of these Rules is not exhaustive and can be supplemented by Bank unilaterally when the Bank introduces new additional banking services for using the card.

Chapter 14. Consideration of applications on unauthorized payment and other claims on card operations

98. Customer/shareholder shall apply to the Bank regarding all disputes with written application for consideration of dispute situation in the form, determined by the Bank.
99. Bank, in case of acceptance of application on unauthorized payment, shall apply system of payment cards on behalf of Customer. Cardholder shall attach cash receipt and other documents on unauthorized payment.
100. Bank shall not accept application on unauthorized payment or other claims, provided by cardholder after 45 calendar days since authorization.
101. Term for consideration of an application for unauthorized payment or other claims is determined by the rules of international payment systems and the current legislation of the Republic of Kazakhstan from the date the cardholder applies to the Bank with a written application.
102. If the appeal for unauthorized payments or other claims of the Customer is justified, the Bank shall restore the amount of the card transaction on the Customer's Account within the time established by the current legislation of the Republic of Kazakhstan.

103. When performing unauthorized payment after Notification on loss, theft or unauthorized use of card comes into legal force, Bank shall compensate losses to Customer, related to performance of unauthorized payment.
104. If cardholder application on unauthorized payment or other claim is unreasoned, Bank may withhold amount of expenses from Customer Account, incurred by the Bank due to regulation of disputable situation.
105. Bank shall not compensate cardholder losses, related to performance of unauthorized payment; if it is determined, that Customer/cardholder was involved in performance of unauthorized payment or was assisting in its performance.
106. Bank shall not be involved in disputes between cardholder and entrepreneur or between cardholders. Bank shall consult cardholder in case of disputes on operations, imposed to him/her regarding payment with condition of provision of required documents.
107. Procedure of consideration of other claims shall be determined by legislation of the Republic of Kazakhstan.

TERMS AND DEFINITIONS,

used in text of Rules and Agreement:

- 1) Authorization – Bank consent for payment performance using payment card. Procedure of authorization receipt shall be provided in accordance with agreements, concluded between payment cards system participants;
- 2) ATM – electronic mechanical equipment, allowing cardholders to receive cash and use other services of the Bank using payment cards;
- 3) Blocking card – complete or temporary restriction to perform payments using payment card;
- 4) Payment card issue – operation, provided for by issue of payment cards in favor of their holders upon Agreement;
- 5) Card holder – individual, using main and/or additional payment card in accordance with Agreement;
- 6) Agreement of banking service of organization employees – agreement, concluded between the Bank and organization, regulating conditions and procedure of opening and servicing banking accounts, issue and servicing of cards for organization employees, as well as accepting (accrual) of money to banking accounts, received by the Bank non-cash from organization;
- 7) additional card – Bank payment card, issued in favor of Customer or other individual, specified by Customer, based on his/her written application, as mean of access to Customer Account in addition to main card;
- 8) internet operations – non-cash operations for payment of goods/services in Internet or during performance of post-telephone order using card requisites;
- 9) Bank web-site – official internet-site of the Bank (www.tengribank.kz);
- 10) payment card use – operations, performed by card holder using it or its requisites, related to payments, money transfer, cash receipt, currency exchange and(or) other operations, determined by Bank of card and upon its conditions;
- 11) card (payment card) – mean of access to money through electronic terminals or other devices, which include information, allowing card holder to perform payments, receive case, exchange currency and other operations, determined by the Bank and upon its conditions. Payment card is subdivided into main and additional card;
- 11-1) card product – banking card, characterized by certain conditions of issue, servicing and use;
- 12) card operation – payment, receipt of cash, currency exchange and other operations, determined by Bank and upon its conditions, performed using card;
- 13) customer – individual, who concluded Agreement with the Bank and who is Account owner;
- 14) Limit for card operations – maximum amount within which it is allowed to perform any card operations (with regard to internet-payments) using card during definite cycle;
- 15) unauthorized payment – payment, performed with violation of requirements of authorization of payment. Unauthorized payments are considered payments performed using fake payment cards;
- 16) overdraft – amount of money, expended over amount of Customer own money on banking account and amount of credit limit (if he/she identified on banking account);
- 17) operator – Bank employee, whose functional duties are consulting on issue and use of cards, change of limits and limitations for card operations, blocking of card;
- 18) main card – payment card, issued as mean of access to banking account of Customer, issued in favor of Customer;
- 19) reissue of card – banking operation, provided for by issue of new card as mean of access to banking account in exchange of the previous one;

- 20) PIN-code – personal identification number (secret code), assigned to cardholder and purposed for cardholder identification;
- 21) PIN-envelope – special sealed envelope, provided to cardholder upon receipt of card, including insertion, on which the PIN-code is printed;
- 22) Entrepreneur – individual entrepreneur or legal entity, accepting payment cards for performance of non-cash payment for payment of provided goods and/or services;
- 23) processing – activity, related to performance of collection, processing and transfer of information, formed during payments and(or) money transfers and other operations using payment cards;
- 24) processing organization – participant of payment card system, performing processing, as well as other services, provided for by agreements with participants of payment cards;
- 25) card requisites – information, included on payment card and/or kept in information system of the Bank, including number, validity period, name of payment card system and other information, allowing to establish ownership of payment card to its holder and/or Bank and payment card system;
- 26) sanctioned payment – payment, performed using card, shall be referred to as sanctioned if during payment, the card was not blocked, its validity period did not expire, and card was used by its holder in accordance with internal rules of card system, in which the payment was made;
- 27) payment card systems – a set of software and hardware, documentation and organizational and technical measures that ensure payments and (or) money transfers using payment cards;
- 28) stop-list – list of requisites of cards, restricted for use and that are to be withheld upon presentation for service, formed by the payment card system on the basis of written requests from issuers;
- 29) tariffs – internal document of the Bank, establishing amount of commissions, paid by Customer/additional card holder for services provided by Bank for use and maintenance of cards;
- 30) cash receipt – document, confirming fact of payment using payment card;
- 31) payment card system participant – individual or legal entity, that in accordance with concluded agreements may have liabilities on transfer, processing and/or fulfillment of payment document, issued during payment and (or) money transfer using payment card of definite payment card system;
- 32) fraud risk countries – countries with high level of fraud risk on card operations;
- 33) acquire – bank or organization, performing different types of banking operations (hereinafter – bank), that, according to conditions of agreement with entrepreneur and/or conditions of payment document, issued by entrepreneur when performing payment and(or) money transfers using payment card, shall accept money, received in favor of entrepreneur and/or perform other actions, provided for by agreement with entrepreneur. Issuer is also a bank, performing withdrawal of cash and/or provision of other services regarding payments and transfers using payment card in favor of cardholders, that are not customers of this bank;
- 34) issuer – bank, performing issue of payment cards;
- 34-1) cashback – return of part of amount of non-cash payment to Customer for payment of goods/services of entrepreneur using payment card, except for following operations³:
 - Payment in internet;
 - Casino, bookmaker and pawnshops; utilities,
 - telecommunication services, penalties and
 - payments to budget;
 - Cash withdrawal by POS-terminals.

Cashback is paid to Account is performed before 10th day of month, following the reporting on operations, on which the Bank has received payment documents.

If 10th date falls on weekend or holiday, Cashback is paid to Account on the first working day, following the weekend/holiday.

³ This list is not complete and may be amended by the Bank on unilateral basis without notifying Customer.

- 35) POS-terminal ("POS" – abbreviation of English phrase "Point of sale" – trade/service point) – electric equipment, applied for automation of authorization and issue of payment documents on operation;
- 36) Excluded.
- 37) SMS-notification – service, related to Bank providing Customer with information on card operations, performed payments and money transfers and other information, by sending SMS-message to registered telephone number without Customer's additional request, based on application for SMS-notification subscription by form, provided by internal documents of the Bank and Agreement or by independent subscription through ATM of the Bank/ "Halyk Bank Kazakhstan" JSC.