



типовая форма утверждена
Правлением АО "Tengri Bank"
(протокол заседания от
"03" мая 2016 года № 33)
*(с изменениями и дополнениями, утвержденными
Правлением АО "Tengri Bank"
(протокол заседания от
"10" января 2019 года № 02)*

Для лиц, связанных с Банком
особыми отношениями
(в том числе с аффилированными лицами)
типовая форма утверждена решением
Совета директоров АО "Tengri Bank"
(протокол заседания от 30 мая 2016 года № 21)

*(с изменениями и дополнениями, утвержденными
Советом директоров АО "Tengri Bank"
(протокол заседания от
"02" мая 2019 года № 11)*

Regulations on issue and use of payment cards for physical persons

Chapter 1. General provisions

1. The Regulations on issue and use of payment cards for physical persons (hereinafter – Regulations) govern the relations between the Bank and the Client associated with opening a bank account (hereinafter – Account), issuing, servicing and using a payment card (hereinafter – card).
2. The Regulations are the integral part of an individual bank account agreement the means of access to which is a payment card (hereinafter – Agreement) concluded between the Bank and the Client. Joining the Agreement a Client joins the Regulations and confirms
 - 1) that have received, read and understood and unconditional agreed with the Regulations and the Bank's tariffs;
 - 2) that undertakes to comply with and be guided by the Regulations;
 - 3) in case of issuing an additional card shall be liable for the cardholder's compliance with the Regulations.
3. The Client may not refer to the lack of its signature on the Regulations and tariffs of the Bank as the evidence that she/he has not received or has not read and understood the Regulations or tariffs of the Bank if the Bank has an application for main/additional card signed by the Client.
4. The Regulations shall not govern the other services rendered by the Bank but not stipulated by the Regulations. The Client willing to receive other services shall enter in a separate agreement on the relevant services.
5. The Bank shall post the Regulations on its official website.
6. Notions and definitions used in the text of Agreement and the Regulations shall have the meaning in accordance with annex to the Regulations unless otherwise directly provided for in the Agreement or the Regulations.

Chapter 2. Issuing a payment card

7. The Bank shall issue cards within 10 working days from the date of the Client has submitted the application on opening a bank account and receiving a payment card (hereinafter – Application) to the Bank.
8. The Client shall pay the Bank a monthly fee in accordance with the Bank’s tariffs.
9. The Bank hands over a payment card to
 - 1) directly a cardholder, or
 - 2) authorized person of the cardholder acting on the basis of POA issued by a notary, or
 - 3) responsible employee of an organization acting on the basis of POA issued by an employee of such organization certified by the signature of chief executive and the seal of the organization, or
 - 4) responsible employee of the individual entrepreneur acting based on notarizes POA from the cardholder.
10. Upon receipt of the card, the cardholder / his authorized representative / responsible employee of the organization / responsible employee of an individual entrepreneur shall sign the Bank’s document confirming receipt of the card.
11. The cardholder shall put a signature on a special panel as the signature sample on the back of the card. Lack or mismatching the cardholder’s signature on a sales receipt and on the card is a legal basis for refusal in accepting a card for servicing and withdrawing a 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 destroys the card.

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

- 12-1. The Bank may deliver a payment card and a PIN-envelope to the cardholder by courier service subject to the cardholder’s consent.
- 12-2. Upon delivery of a payment card / PIN envelope, an employee of a courier service photographs the cardholder with a payment card / PIN envelope, as well as an identity document of the cardholder.
- 12-3. In case the cardholder refuses to sign any bank documents or interferes with the actions of the courier service employee regarding the implementation of the actions specified in clause 12-2 hereof, the payment card / PIN-envelope shall not be handed over to the cardholder.
- 12-4. Payment cards/PIN-envelopes (if any) undelivered due to the cardholder’s fault shall be destroyed according to the internal document regulating the unclaimed cards disposal procedure.

Chapter 3. Safety of payment cards

13. Cardholder shall ensure safety of cards and exclude possibility of misuse of the card by third persons.
14. A card shall not be transferred to any third person for use or as collateral. A card presented by an unauthorized person is subject to withdrawal.
15. There is a magnetic strip on the back of the card with information encoded on it. Mechanical damage (scratches, dirt, overheating of the sun), exposure to electromagnetic fields (adjacent to displays, objects magnetized or containing magnets - keys, magnetic locks on bags) and other adverse factors that may damage the recording on the magnetic strip and render it impossible to carry out transactions using the card.
16. There is an integrated chip with coded information on the front side of a card. The integrated chip is resistant to electromagnetic fields and atmospheric effect.

17. The Bank shall not be liable for damage caused to the card because of use in ATMs and other electronic-mechanical devices.

Chapter 4. PIN code

18. The Bank hands over a PIN envelope together with the card
 - 1) to the cardholder directly, or
 - 2) authorized person of the cardholder acting on the basis of POA issued by a notary, or
 - 3) responsible employee of an organization acting on the basis of POA issued by an employee of such organization certified by the signature of chief executive and the seal of the organization, or
 - 4) responsible employee of the individual entrepreneur acting based on the notarized POA from the cardholder.
19. Upon receipt of the PIN envelope, the cardholder / his authorized representative / responsible employee of the organization / responsible employee of an individual entrepreneur shall sign the Bank's document confirming receipt of the card.
20. The PIN code is unknown to Bank employees and is not subject to disclosure and / or transfer by the cardholder to third parties. The cardholder ensures the safety of the PIN during the entire time of use of the card.
21. The cardholder at its discretion may change the valid PIN-code via an ATM to a new four-digit PIN-code, subject to the provision of this service by the Bank.
22. The Bank recommends that the cardholder adhere to the following rules to ensure the secrecy of the PIN code:
 - 1) immediately upon receipt, open the PIN-envelope, remember the PIN code printed inside and destroy the PIN envelope with the insert;
 - 2) if the cardholder has written the PIN code somewhere, then the record and the card shall be kept separately;
 - 3) key the PIN code combination on an electronic device out of sight of anybody;
 - 4) if you change at your discretion the existing PIN code to a new one, do not use combinations consisting of repeating numbers (for example, 7777) or consecutive numbers (for example, 1234), as well as consisting of numbers for the cardholder's birth date.
23. When keying a PIN, the numbers on a display of electronic device are masked (displayed as conventional symbols). It is necessary to avoid mistakes when keying a PIN code. If the PIN is set incorrectly more than three times (with any time interval, when using the same or different electronic devices), the Bank blocks the card and it can be entrapped at the ATM or withdrawn by a cashier at the cash point until the circumstances of entering the invalid PIN code are clarified.
24. The card transactions executed via electronic devices and confirmed by PIN code shall be deemed as executed by a cardholder.
25. In case of loss of a PIN, the Bank recommends the cardholder to re-issue the card in accordance with these Rules, as the card transactions via electronic devices without keying the PIN code will be impossible.

Chapter 5. Setting/changing a payment card limit

26. To prevent unauthorized and fraudulent transactions using the card, the Bank has established limits and restrictions on certain types of card transactions.
27. Information on the limits and restrictions on the card transactions is posted on the internet resource of the Bank at www.tengribank.kz.

28. Excluded.
29. Changing limits and restrictions on expenditure transactions using a card are made on the grounds of an application submitted by the Client (the main cardholder) to the Bank.
30. Changing limits and restrictions on the expenditure transactions via an additional card registered in favor of third person is made on the grounds of the application on changes submitted by the Client (holder of main card).
31. If it is impossible for the Client to submit an application for changing the limits and restrictions for any reason (for example, being abroad), changing the limits and restrictions on expenditure transactions using the card are made for the maximum period 30 days according to the Client's verbal instructions to the operator by phone after his identification.

Therefore, the Client unconditionally agrees that the recording of the Client's phone talk with the operator, made by the Bank through a recording device, will be sufficient evidence of a verbal instruction received from the Client about changing the limits and restrictions on expenditure transactions using the card and the Bank's identification of the Client by telephone.

32. Upon expiration of the card transactions' limit term specified by the Client in the application for changing restrictions or in the application for a card issue, or by calling the operator, the Bank automatically changes the limit to the value specified in clause 27 of the Regulations.
33. Excluded.

Chapter 6. Transactions using a card

34. The cardholder uses the card to pay for goods and services, as well as to withdraw cash, currency exchange and other operations identified by the Bank and according to its conditions and not inconsistent with the current legislation of the Republic of Kazakhstan at service points equipped with logos of payment card systems to inform cardholders of the possibility of servicing by card in this point.

§ 1. Non-cash payment using a card

35. In accordance with the rules of payment card systems, entrepreneurs may not overrate the goods and services when accepting a card for payment as compared with cash settlement. The cardholder shall notify the Bank of all cases of overvaluation of goods and services by the entrepreneur.
36. The card shall not be used for any illegal purposes, including, but not limited to making non-cash payments for goods and services prohibited by local law (legislation of the host country) applicable to a cardholder.
37. Non-cash payment for goods and services of an entrepreneur using a card is made in an automated authorization mode.
38. Card transactions using the card are carried out by drawing up a payment document.
39. The procedure for the transfer and presentation of a payment document for its execution is determined by the rules of the payment card system in which the payment made and / or agreements concluded between the participants of the payment card system.
40. Currency operations using the card shall be in compliance with the requirements determined by the currency legislation of the Republic of Kazakhstan.
41. Payments using cards on the territory of the Republic of Kazakhstan are made only in the national currency of the Republic of Kazakhstan, except in cases specified by the currency legislation of the Republic of Kazakhstan.
42. The settlement currency of the Bank with the international payment card system 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 set by the international payment card system on the date of settlements with the Bank on this card operation, by direct debit on the cardholder's account by the Bank.

If the Account is in tenge, and the card transaction is carried out through the international payment card system, the Bank debits on the Customer's Account the amount in tenge, equivalent to the amount of a card transaction in US dollars or euros at the rate of sale of non-cash currency set by the Bank on the date of debit on the Account.

If the Account is in a foreign currency, and the card transaction is carried out in tenge, the Bank debits the Customer's foreign currency account in the amount of the card transaction made in tenge at the non-cash currency purchase rate established by the processing center of card system on the date of debiting the Account.

43. The Client shall maintain the Account balance necessary to execute a payment document drawn up when performing a card transaction.
44. The validated amount is excluded from the Client's Account balance before debiting it from the Account or until the Bank receives confirmation that the payment for the validated amount was not made.
45. The Bank blocks validated amount in the Account for a period of up to 30 calendar days from the date of validation until a payment document is received from the payment card system.
46. The cardholder may unconditionally make settlement via a card unless the card has been blocked prior to such settlement.
47. The Bank rejects the validation of Client's card transaction in case of imposing arrest on the money held in the Account or suspending the account operations pursuant to the current legislation of the Republic of Kazakhstan.
48. The Client pays the Bank a fee for the executed card transactions in the amount and at the rates established by the Bank's tariffs. The fee is charged in the currency of the Account by direct debit on the Account.
49. The client shall be liable for non-observance of the currency legislation of the Republic of Kazakhstan when performing card transactions. The client submits upon request of the Bank confirming documents on currency transactions carried out using the card within three working days from the date of receipt of the relevant request from the Bank.
50. For card transactions, the cardholder presents the card to the cashier of an entrepreneur.
51. In the automated mode of authorization, the cashier performs authorization via the POS terminal. The cashier places the card in the reader of the POS-terminal, types on the keyboard the amount of the card transaction. The cashier may ask the cardholder to confirm the card transaction by keying a PIN code on a special keyboard. The Bank receives a request via communication channels. If the Account balance is enough and PIN-code is correct (if the card operation is confirmed by keying the PIN-code), a check confirming the card operation is printed in two copies. The cashier gives the cardholder a copy of the check. The cardholder verifies the accuracy of the data specified in the check. Depending on the technology adopted, the printed receipt may be certified by the signatures of the cardholder and the cashier.
52. A cashier may demand from the cardholder an identity document. In the absence of a document, the cashier may refuse to execute a card transaction of the cardholder.
53. The valid PIN-code and / or the original signature of the cardholder on the checks are the instructions of the cardholder to debit the amount of the card transaction on the Account.
54. A cashier may retain a card subject to clause 2 hereof.
55. Any correction on a paper payment document is not allowed.
56. The cardholder may return the purchase paid by the card or refuse from the services prepaid via the card. For doing so, the cashier at the request of the cardholder and with the consent of the entrepreneur, performs the return operation. The purchase may be returned after the authorization, in this case, the cardholder requires the return operation, since after validation the

amount of the card operation is blocked or debited on the bank account. To perform a return operation, the cashier issues a special return (credit) slip ("reversal slip") signed by the cardholder and the cashier, or issues a special check using a special function of the POS terminal ("reversal"). In this case, the amount of the card transaction will be unblocked or restored on the bank account on the working day following the date the Bank receives data on the return transaction from the payment card system. This circumstance shall be taken into account when calculating the card balance.

§ 2. Cash withdrawal via a card

57. Cash withdrawal using the card is made at cash points or via ATMs of participants of the payment card system.
58. As a rule, cash may be withdrawn in the currency of the host country. In some countries, the frequency and maximum amount of cash withdrawal per card may be limited.
59. Receipt of cash at cash points using a card is performed in an automated authorization mode.
60. A cardholder withdraw cash via ATM in the self-service mode.
61. After completion of the card transaction and withdrawal of banknotes from an ATM, a receipt is printed. Due to the confidentiality of information, the Bank recommends the cardholder to take the printed receipt and never leave it at the ATM.
62. A card transaction via a valid card and valid PIN code may be rejected for the following reasons:
 - 1) the requested amount cannot be issued in banknotes available in the ATM cassettes (it is necessary to request an amount that is a multiple of the minimum denomination of banknotes indicated in the instructions for this ATM);
 - 2) the requested amount exceeds the one-time withdrawal limit determined by the dimensions of the ATM cash dispenser (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 (please, request a smaller amount, the amount to be determined by using the function of printing information about the account balance, please, take into account the amount of the commission charged by the Bank in accordance with the Bank's tariffs);
 - 4) the requested amount exceeds the amount of the limit set by the cardholder / Bank on the Account or the card / by members of the payment card system.
63. When using an ATM, the cardholder shall keep in mind that if the returned card or issued banknotes are not withdrawn from the issuing device within 20 seconds, the security system will work; the card or banknotes will be pulled into the ATM and detained in a special compartment for the safety of the cardholder's money. In such cases, a member of the payment card system servicing the ATM may return the card to the cardholder only after finding out the cause for withdrawing the card and consulting with the Bank. The amount of a card transaction (or its non-withheld part) debited on the Account upon validation may be recovered only after the ATM has been re-collected and the amount of cash withdrawn by the cardholder has been clarified. The cardholder may submit a written request to the Bank to assist in negotiations with the participant of the payment card system servicing this ATM. Dispute resolution is subject to chapter Chapter 14 of the Regulations.

Chapter 7. Technical overdraft

64. Technical overdraft, performed by customer is subject to immediate repayment. Each case of technical overdraft, performed by customer shall be referred to significant violation of Agreement terms and conditions and may cause its termination by the Bank.
65. Customer shall control over money spending using card and shall not allow cases of technical overdraft occurrence. Customer shall be liable for adequate control over money spending using card for damage caused to Bank in full.

66. If Customer is engaged in technical overdraft:
 - 1) Bank shall block a card in accordance with these Rules;
 - 2) Customer shall pay Bank forfeit to the Bank, accrued by Bank since date of technical overdraft occurrence 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 a calendar year shall be taken as 30 days, and 360 days in a year.
68. Since moment of technical overdraft, money, accepted to Account, shall be transferred to repayment of total amount of debt as of current date, therewith, the following order shall be taken:
 - 1) first - in case of technical overdraft, forfeit shall be repaid;
 - 2) second – amount of technical overdraft.

Chapter 8. Blocking and unblocking of card

69. Bank shall block a card in following cases:
 - 1) when received verbal or written notification from cardholder concerning loss, theft of unauthorized use of card;
 - 2) when Customer fails to fulfill his/her liabilities, provided by Agreement;
 - 3) when violated these Rules;
 - 4) when arrest is imposed to money at Customer account or postponing expenditure operations on Customer Account in accordance with legislation of the Republic of Kazakhstan;
 - 5) upon request of payment card system;
 - 6) with suspicion of unauthorized use of card, in case of identification of this fact by the Bank;
 - 7) other cases, provided by Agreement and/or legislation of the Republic of Kazakhstan.
70. In case of loss or theft of a card:
 - 1) cardholder shall immediately apply to any branch of the Bank by location or to operator with verbal or written notification on loss/theft of a card (hereinafter – notification);
 - 2) cardholder shall be liable for consequences of his/her untimely application to Bank concerning loss or theft of a card – in full capacity of damage caused to Bank;
 - 3) Notification shall include list name, first name, patronym of cardholder and if capable, additional information (date of birth, code word, number and validity period of a card, contact information, as well as reason for blocking a card);
 - 4) notification from a third part shall be referred to as notification from a cardholder and complaints for card blocking consequences shall not be accepted by the Bank;
 - 5) Bank shall register notification in relevant register with time recorded, and shall transfer it to payment card system, in case of card blocking with card details inclusion into stop-list and after payment of remuneration to Bank in accordance with Bank tariffs;
 - 6) blocking lost/stolen card shall be performed with entering or without entering card details into stop-list upon order of cardholder accordingly;
 - 7) blocking lost/stolen card shall come into legal force after six hours, with entering details of card into stop-list, since moment of notification is documentarily registered by the Bank;
 - 8) Cardholder shall pay Bank commission for blocking lost/stolen card in accordance with Bank tariffs;
 - 9) after card is blocked, Bank shall reissue a new card with new number and PIN-code based upon written application of Customer.

71. hereby, Customer give his/her unconditional consent to the fact that card operations, performed using card before notification was registered by the Bank, shall be referred to properly authorized by cardholder.
72. In the case of blocking a lost / stolen card without entering card details into the stop list, there is a risk of unauthorized use of a lost / stolen card in any acquirer device serving the cards in any region of the world, except for Bank devices. If a lost / stolen card is blocked and the card details are entered into a stop list valid for acquirers 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 is valid. The Bank is not responsible for the consequences of unauthorized use of a lost / stolen card due to blocking a lost / stolen card at the instruction of the cardholder without entering card details into the stop list or entering card details into a stop list valid only for acquirers in a certain region of the world .
73. hereby, Customer gives his unconditional consent to the fact that recording of customer conversation with operator by telephone, made by the Bank using recording equipment shall be referred to as adequate evidence of verbal notification, received from card holder.
74. Bank may reserve a right to determine liability of cardholder in case of negligence made by him/her during card keeping or incompliance with PIN-code secrecy (as well as after card blocking), and in case of identifying intentional illegal actions of cardholder.
75. If card is found, which was earlier declared as lost/stolen, cardholder may unblock a card based on written application provided to the Bank.
76. If card is blocked upon own discretion, Bank shall notify cardholder within 10 working days since date of blocking.
77. Card may be unblocked both by the holder of main card and the holder of additional card based on written application, provided to Bank.
78. Card may be unblocked in following cases:
 - 1) if further use of blocked card is safe for its holder (for example, if lost/stolen card is found);
 - 2) Customer has fulfilled liabilities before the Bank, provided by Agreement or these Rules;
 - 3) after arrest removal from money, at Customer Account, or cancellation of postponing of expenditure operations of Customer Account in accordance with legislation of the Republic of Kazakhstan.

Chapter 9. Card withdrawal

79. Card withdrawal shall be performed in following cases:
 - 1) card is blocked, as well as card validity period has expired;
 - 2) notification on card withdrawal was received in response to authorized request;
 - 3) card applicant is not a cardholder;
 - 4) when identifying apparent characteristics of fake card.
80. Card withdrawal is performed by ATM, cashier of entrepreneur or point of cash withdrawal, Bank employee. The relevant act shall be prepared during card withdrawal (except for cases of its withdrawal by ATM).
81. Bank shall return card, withdrawn by ATM directly to cardholder after decision of such return is made based upon written application of cardholder when applying with document, verifying identity.

Chapter 10. Card reissue

82. Bank reissues card based on cardholder written application, provided to Bank.

83. Bank reissues card within 10 working days since date of written application accept from cardholder.
84. Card reissues shall be performed in following cases:
 - 1) card validity period expiration;
 - 2) PIN-code is disclosed or lost;
 - 3) card is lost or stolen;
 - 4) card is damaged and not usable anymore;
 - 5) cardholder has changed his/her last name and/or first name;
 - 6) other cases upon initiative of Bank or Customer.
85. Customer shall pay Bank a fee for reissue of card in accordance with Bank tariffs, except for cases, provided by clause 86 of these Rules.
86. Bank reissues card without charging fee for reissue in following cases:
 - 1) upon expiry of card;
 - 2) PIN-code on insert of PIN-enveloped is printed unscrupulous;
 - 3) last name and/or first name of cardholder, specified in card do not match information, specified by cardholder in application of card receipt;
 - 4) within five working days since date of card provision to its holder, during performance of first operation on card, ATM and/or POS-terminal is not able to read information from card mag stripe.

Chapter 11. Card validity period, discontinuance of card use

87. Card is engraved with date of its expiry (month and year). Card shall be valid until the last calendar day of a month, specified on it.
88. Card operations shall not be performed on expired cards. Upon expiry, card shall be reissued in accordance with chapter 10 of these Rules. Therewith, Bank shall inform cardholder about card expiry 10 days prior to card expiry period by one of the following methods:
 - 1) by telephone call to Customer telephone number, specified in application of card receipt;
 - 2) by sending SMS-message to Customer telephone number, specified in declaration of card receipt;
 - 3) by sending notifications to e-mail of Customer, specified in application of card receipt.
89. If cardholders denies to use card, he/she shall provide Bank with relevant written application.

Chapter 12. Provision of statements

90. Upon written application of Customer/cardholder of additional card, Bank shall provide statements on card operations for expired period, required to Customer/cardholder during 10 working days since receipt of such application.
91. Statement for expired period shall be provided to Customer/cardholder of additional card as follows:
 - 1) shall be printed as hard copy and provided directly in Bank branch, which services Customer/cardholder of additional card; or
 - 2) shall be sent electronically to e-mail, specified by Customer/cardholder of additional card in application of card receipt, via electronic communication; or
 - 3) shall be printed as hard copy and sent to postal address, specified by Customer/cardholder of additional card in application of card receipt, via post or facsimile (with condition of payment for postal and other expenses, related to sending statement).

92. Customer/cardholder shall pay Bank fee in accordance with Bank tariffs for provision of statements.
93. Bank may provide statements to Customer trustee, acting upon notarized power of attorney, issued by Customer.

Chapter 13. Additional services on card use

94. Bank provides following set of additional services:
 - 1) SMS-notification;
 - 2) SMS-banking;
 - 3) cashback.
95. In order to receive services, specified in sub-clauses 1) and 2) of clause 94 of these Rules, Customer/cardholder of additional card shall provide Bank with application for receipt of such services or may subscribe independently through ATM (if technically capable).
- 95-1. Cashback amount on operations, performed using VISA Classic/VISA Classic Unembossed cards is 0,5 % of operation amount using other VISA Gold and VISA Infinite cards – 1 %.
- 95-2. Cashback accrual shall be performed in Account management currency. If Cardholder returns purchase paid by card or prepaid service, on which cashback occurred, return of paid cashback amount shall be returned for this card operation.
96. Customer shall pay Bank for receipt of additional services in accordance with Bank tariffs, except for cashback service.
97. The List of additional services, specified in clause 94 of these Rules, is not complete and may be added by the Bank in one-way fashion during new banking card services, implemented by the Bank.

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

98. Customer shall apply in written to the Bank on all disputes.
99. In case of application of unauthorized payment, Bank participates in payment card system on behalf of Customer. Card holders attaches commercial receipt and other documents on unauthorized payment to application of unauthorized payment.
100. Bank does not accept application on unauthorized payment and other complaints into consideration upon expiry of 45 calendar days, which were provided by cardholder since date of authorization.
101. Term of consideration of application on unauthorized payment and other complaints shall be determined by rules of international payment systems and legislation of the Republic of Kazakhstan since date of card holder applying to Bank with written application.
102. If application on unauthorized payment or other complaint of Customer is reasonable, Bank shall compensate amount on Customer Account in term, provided by legislation of the Republic of Kazakhstan.
103. During unauthorized payment, after Notification on loss, theft or unauthorized use of card comes into legal force, Bank shall compensate Customer losses, related to performance of unauthorized payment.
104. If cardholder application on unauthorized payment or other complaint is deemed unreasonable, then Bank may withdraw amount of all expenses, borne by the Bank due to regulation of dispute situation in non-cash manner.

105. Bank does not compensate cardholder losses, related to unauthorized payment, if it is identified that Customer/cardholder has participated in performance of unauthorized payment or cooperated in its performance.
106. Bank shall remain impartial to disputes between cardholder and entrepreneur or between cardholders. Bank shall consult cardholder in case of disputes on operations, applied to him/her concerning payment, with condition of required documents provided.
107. Procedure of consideration of other complaints shall be provided by legislation of the Republic of Kazakhstan.

TERMS AND DEFINITIONS

used in a text of these Rules and Agreement:

- 1) Authorisation – Bank consent for payment using payment card. Procedure of authorization receipt in accordance with agreements, concluded between participants of payment cards system;
- 2) ATM – mechatronic equipment, which allows cardholders to receive cash and use other services of the Bank using payment cards;
- 3) card blocking – complete or temporary prohibition to perform payments using payment card;
- 4) payment card issue – operation, provided for by issue of payment cards in favor of their holders based on payment card issue agreement;
- 5) cardholder – individual, who has the right to use payment card in accordance with payment card issue agreement;
- 6) agreement of organization employee servicing – agreement, concluded between Bank and organization, regulating conditions and procedure of opening and management of banking accounts, issue and service of cards for organization employees, as well as acceptance (accrual) of money to banking accounts, received non-cash to the Bank from organization;
- 7) additional card – payment card of the Bank, registered in favor of Customer or other individual, specified by Customer, based on his/her written application, as a mean of access to Customer banking account in addition to main card;
- 8) internet-transactions – non-cash operations of payment for goods/services in the Internet during postal-telephone order using card details;
- 9) Bank web-site – official web-site of the Bank (www.tengribank.kz);
- 10) payment card use – performance of operations, related to payments, receipt of cash, currency exchanges and other operations, determined by Bank payment card and on its conditions, performed by cardholders using card or its details;
- 11) card (payment card) – mean of access to money through electronic terminals or other devices, which include information, allowing cardholder to perform payments, receipt cash, exchange currency and other operations, provided by Bank and on its terms and conditions;
- 12) card transaction – payment, receipt of cash, currency exchange and other operations, provided by Bank and on its terms and conditions, performed using card;
- 13) Customer – individual or legal entity, concluded agreement with the Bank for payment card provision and who is owner of banking account;
- 14) card transactions limit – maximum amount, within limits of which any card transactions are allowed (with regard to internet-payments) using card during definite period;
- 15) unauthorized payment – payment, performed with violation of requirements to payment authenticity. Unauthorized payments are the ones, performed using fake payment cards;
- 16) overdraft – money amount, spent in excess of Customer own money at banking account and in excess of credit limit (in case of its identification on banking account);
- 17) operator - an employee of the Bank, whose functional duties are to advise on the issue and use of cards, change limits and restrictions on card operations, block the card;
- 18) main card – payment card, registered as mean of access to Customer banking account, 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 for the previous one;

- 20) PIN-code – personal identification number (secret code), assigned to card holder and purposed for identification of cardholder;
- 21) PIN-envelope – special sealed envelop, provided to cardholder during card receipt, that includes insert with PIN-code printed;
- 22) entrepreneur – individual entrepreneur or legal entity, that accepts payment cards for performance of non-cash payemtn for delievered goods and/or services;
- 23) processing – activity, related to collection, processing and transfer of information, developed during payments and other operations using payment cards;
- 24) processing organization – participant of payment card system, performing processing as well as other functions provided for by agreemnts with participants of payment card system;
- 25) card requisites – information, included in payment card and/or kept in Bank information system, including number, validity period, name of payment card system and other information, allowing to determine payment cards affiliation with its holder and/or Bank and payment card system;
- 26) authorized payment – payment, performed using card, shall be referred to as authorized if during payment card was not blocked, its validity period is not expired, and card was used for payment by its holder in accordance with internal rules of payment card system, in which the payment was performed;
- 27) payment card system – set of hardware-software means, documentation and organizational technical activities, that provide payments using payment cards;
- 28) stop-list – list of cards details, prohibited to use and which are subject to withdrawal while beign applied for servicing, developed by payment card system based on issuers written applications;
- 29) tariffs – internal document of the Bank, which establishes amounts of fess, paid by Customer/cardholder of additional card for service of use and servicing of cards, provided by the Bank;
- 30) commercial receipt – document, which confirms fact of payment using payment card;
- 31) payment cards system participant – individual or legal entity, that in accordance with concluded agreement may have liabilities on transfer, processing and/or execution of payment document, developed during payment using payment card, provided by payment card system;
- 32) fraud risky countries – countries with high risk of fraud on card operations;
- 33) acquirer – bank or organization that performs certain types of banking transactions (more - bank), which according to the terms of the contract with the entrepreneur and/or the terms of the payment document drawn up by the entrepreneur in the payment with using a payment card, it is necessary to accept the money received in favor of the entrepreneur and/or perform other actions provided by the contract with the entrepreneur. The equivalent is also a bank that provides cash and/or provides non-customers with payment cards to holders of the bank, other services for payments and transfers of money using payment cards;
- 34) issuer – bank, performing payment card issue;
- 34-1) cashback – returning amount of non-cash payment to Customer from payment of goods/services of entrepreneur using payment cards, except for the following operations¹:
 - Payment in Internet;
 - Casion, bookmaker's offices and pawnshops;
 - Utility, telecommunication services;
 - Penalties and payments to budget;
 - Cash withdrawal through POS-terminals.

Cashback payment to Account shall be performed from 10th day of a month, following the reporting months on operations, on which the Bank received payment documents.

¹ this list is not complete and may be added in a one way fashion without notifying a Customer.

If 10th day falls to weekend or holiday, Cashback payment to Account shall be performed on the first working day, following the weekend/holidays.

- 35) POS-terminal ("POS" – abbreviation "Point of sale" – trade/service point) – electric equipment, used in order to automate authorization and development of payment documents on operaiton;
- 36) SMS-banking – services, purpose for sending SMS-messages with applications by Customer from registered telephone number for performance of definite set of operations (commands), set by the Bank;
- 37) SMS-notification – service, related to provision of infomraiton to Customer by the Bank concerning card transaction, performed payments and money transfers as well as other information, by sending SMS-messages to registered telephone number without Customer making additional request, based on application signed by Customer for subscription to SMS-notification service in the form, provided by internal documents of the Bank, and Agreement or by inpedenpdent subscription to service through ATMs of the Bank/"Khalyk Bank Kazakhstan" JSC.