

Annex 1
to the Accession Agreement on Current Account Opening in
the Card Database and Corporate Card Service

CARD USING RULES

1. Glossary

1.1. *Authorization* – permission of the Bank to make a payment using the Card via electronic devices.

1.2. *Bank* – Halyk Bank JSC.

1.3. *ATM* – an electronic mechanical device that allows the Cardholder to receive cash and use other services of the issuer using a payment card.

1.4. *Banking Day* – a day on which the banks of the Republic of Kazakhstan are open for business from 9:00 am to 04:00 pm local time, and corresponds to days, except Saturdays, Sundays, and national and public holidays.

1.5. *Beneficiary* – under these Rules, a recipient of money transfer under a Card Transaction who is not a customer:

- merchants;
- - individuals not engaged in business activities;
- - legal entities being a non-commercial organizations;
- - public authorities and government bodies.

1.6. *Card blocking* – a complete or partial prohibition of card transactions using the card.

1.7. *Digital card* – a payment card that allows its holder to pay for goods and services online. Opening of a digital card is possible in Onlinebank Mobile Application with the provision of the Card details required for making payments on websites, without issuing a plastic card.

1.16. *Statement* - an account statement generated by the Bank and reflecting the transactions performed on the account. The statement shall contain::

- payment card number. Incomplete indication of the payment card number is allowed in accordance with the requirements of payment card systems and concluded agreements;
- the initial and the last date of the reporting period;
- amount and date of each payment with the use of payment card;
- amount of commissions charged to the customer for payments with the use of the payment card.
- amount of credit limit;
- account balance or debt amount (to be indicated with "-" sign) at the beginning and the end of the period;
- data on card transactions;
- brief description of banking transactions - payments and debits, including on the customer's order; if there is a debt, the due date shall be indicated.

1.17. *Card issue* – an operation providing for issue and delivery of a card to its holder based on an agreement.

1.18. *Cardholder* – an individual - the customer themselves and/or the customer's authorized representative entitled to use the card in accordance with accession agreement on current account opening in the card database and corporate card service or the agreement concluded according to the contract forms in effect prior to the introduction of these Rules.

1.19. *Trusted Number* – a personal mobile (cellular) phone number of the Cardholder provided by the customer to the Bank when issuing a card, whether in Onlinebank Halyk System, remotely via the Bank's website, or set by the Customer in Onlinebank Halyk System, recorded in the card base in the Cardholder's file, which will be used to send a temporary PIN (E-PIN), a one-time SMS password for

confirmation of online transactions using dynamic customer authentication, and SMS notifications on all cards of the Cardholder.

1.20. *Accession Agreement on Current Account Opening in the Card Database and Corporate Card Service (the "Agreement")* – an agreement of the established form between the Bank and the customer, regulating the terms and conditions of account opening, card issue and maintenance.

1.21. *ID document*:

- passport of a citizen of the Republic of Kazakhstan;
- ID card of a citizen of the Republic of Kazakhstan;
- residence permit of a foreigner in the Republic of Kazakhstan;
- a stateless person's ID card;
- a foreign passport (or other document certifying the identity of a foreigner issued by the state of citizenship, if the entry, movement, and stay of a foreigner under such document in the territory of the Republic of Kazakhstan is allowed by an international treaty, with the Republic of Kazakhstan being a party thereto, and if under such document it is allowed to make transactions and other operations in the territory of the Republic of Kazakhstan).

1.22. *Card Replacement* - an operation providing for the issue of a new card to the account to replace the previous one.

1.23. *Card/Main Account Application* - an application of the established form filled in and submitted by the Customer to the Bank to issue a card.

1.24. *Identifier* - a unique sequence of digits (symbols) set by the Bank, used by the Cardholder to connect to Homebank.kz Financial Portal and send instructions on Card transactions (Electronic Documents). The Identifier is provided by the Bank to the Cardholder when registering in Homebank.kz Financial Portal and, in combination with the Password, reliably identifies the Cardholder by the Card Details.

1.15. *Card base* – a centralized card base of cardholders. All card transactions made by cardholders are recorded in the card base. System support of the card base is ensured with separate software.

1.25. *Card transaction* – payment of goods and services, receipt of cash, currency exchange, payments through an ATM, receipt of statements, payment of customs payments, crediting of money to the account and other transactions determined by the Bank and on its terms, made using the card.

1.26. *PP Card* is a plastic Priority Pass card, which provides its holder with an opportunity to access VIP lounges located in international airports. The PP Card is not a Card and cannot be used for Card Transactions. The possibility of providing PP Cards to the Cards for use shall be determined by the Bank's internal documents.

1.27. *Customer* – a resident/non-resident legal entity and any separate subdivision (branch or representative office) thereof, foreign diplomatic and consular representation, peasant, farming enterprise, individual entrepreneur, professional mediator, notary, lawyer, private bailiff, who has contracted with the Bank and is an account holder.

1.28. *Contact Center* – call center, service of processing electronic and written applications of existing and potential customers of the Bank, performing voice authorization and functions of information and advisory services, including information on account balance, details of transactions, debts, credit limit, card issue/replacement, and change of contact details of the customer.

1.29. *Corporate payment card (the "card")* - a payment card issued to the authorized representative of the customer on the basis of the agreement between the issuer and the customer - account holder. Payments with the use of the corporate payment card shall be made up to the amount of account balance and/or the amount of credit limit granted to this customer.

1.30. *Loan* – a revolving loan granted by the Bank to the customer to perform card transactions. The Loan is granted to the customer on terms of maturity, interest payment, and repayment, in accordance with the requirements set out in the Agreement and the Loan Agreement, according to such procedure and in such amount as established by the Bank's internal documents.

1.31. *Loan Agreement* – an agreement signed between the Bank and the Customer on granting a Loan to the respective account to perform Card Transactions, containing the terms and conditions of the Loan. If a Loan Agreement is entered into between the Bank and the Customer, the Loan Agreement is an integral part of the Agreement.

- 1.32. *Onlinebank Mobile Application* - an application installed on the Customer's mobile device to operate in Onlinebank Halyk System. When working through Onlinebank mobile application, restrictions and limits on the transaction amounts are applied.
- 1.33. *Oblast/regional branch (the "branch")* – a subdivision of the Bank, which is not a legal entity, located outside the Head Office, carrying out banking operations on behalf of the Bank and acting within the powers granted thereto by the Bank.
- 1.34. *One-time SMS password* – a dynamic code generated and sent by the Bank to the authorized number of the cardholder by SMS message at each online transaction.
- 1.35. *Customer's designated employees* – the customer's employees authorized on the basis of the customer's power of attorney to:
- submit documents to the Bank for issue/replacement of cards/setting/amending credit limits;
 - certify the accuracy of filling in the card /credit limit applications;
 - receive the card and PIN envelope from the customer at the Bank by power of attorney and subsequently deliver the same to the cardholder;
 - submit to the Bank the list for money crediting to accounts/cards to cardholders and receive account statements;
 - replenish accounts at the Bank's cash offices, which are able to carry out such operations, in accordance with the Bank's internal regulatory documents governing the procedure for account crediting.
- 1.26. *Password* – a secret set of symbols selected by the cardholder, unknown to the Bank, used to connect to Homebank.kz Financial Portal and send instructions on Card Transactions (Electronic Documents). The password is selected by the cardholder when registering in Homebank.kz Financial Portal (with the option of its subsequent independent change on the initiative of the cardholder) and in combination with the Identifier expressly identifies the Cardholder by the Card Details.
- 1.27. *3D Secure Password /SecureCode* - a technology developed by Visa International and MasterCard Worldwide international payment systems for additional customer identification by entering a secret password in the process of card transactions online via Internet in order to reduce the risk of unauthorized card transactions and ensure the security of online card transactions.
- 1.28. *Payment terminal* - a self-service device designed to accept cash without using a payment card;
- 1.29. *PIN code* – a personal identification number, a secret four-digit code assigned to, and intended for identification of, the cardholder (except for the digital cardholder).
- 1.30. *PIN envelope* - a special sealed envelope issued to the cardholder upon receipt of the card (except for the digital card), containing an insert with a printed PIN code.
- 1.31. *Card Service Point* – the Bank, the Beneficiary (except for the Beneficiary being an individual not engaged in business activities), cash withdrawal points, ATMs, Bank kiosks.
- 1.32. *Card Using Rules* – these Rules that define the key terms used in the Agreements and the procedure for issue, storage, blocking, retention, and replacement of the card, and any other actions related to the card use. The Card Using Rules are an integral part of the Agreement.
- 1.33. *Bank Processing Center* – software and hardware solution that provides collection, processing and transmission of information generated in the production of payments using cards, as well as other functions stipulated by the agreements with international payment card systems.
- 1.34. *Onlinebank Halyk* – a service system of the Bank to enable the Customer remotely manage its bank accounts opened with the Bank by exchanging electronic documents, messages (instructions) between the customer and the Bank via the internet.
- 1.35. *Payment Card System* - a set of software and hardware tools, documentation, organizational and technical measures to ensure payment using cards in accordance with the internal rules of this payment card system. According to these Rules, payment card systems are international payment systems Visa International, MasterCard Worldwide, UnionPay International, and American Express.
- 1.36. *Account* – a bank account (current account in the card base) opened by the Bank to the customer based on the agreement in order to carry out transactions related to:
- accounting for credited, spent money, account balance;
 - execution of the order of authorized bodies to withdraw customer's funds for reasons stipulated by the legislative acts of the Republic of Kazakhstan and/or the agreement;

- payment of commission to the Bank for card transactions in such amount and in accordance with such procedure as determined by the agreement;
- agents and dealers on trade cooperation with organizations that have contracted with the Bank;
- payment of representation, business, and travel expenses;
- payment of customs expenses;
- crediting of proceeds from sale of goods and services via the Bank's POS terminals and by QR codes installed at the merchant;
- self-collection of customer's cash;
- use and repayment of borrowed funds obtained by granting credit limits or loans under SME lending programs.

1.37. *Security service* – a structural subdivision of the Bank/Bank's branch to control economical, internal, and information security.

1.38. *Daily transaction limit* – maximum amount and/or number of Card Transactions carried out using the Card as established with the Bank's internal regulatory documents.

1.39. *Tariffs* – tariffs approved by the Bank's authorized body for the card services rendered by the Bank, in effect at the date of fee payment.

1.40. *Technical overdraft* - an excess of the amount of a debit transaction made on the card over the amount of the card balance, may arise due to the exchange rate difference during the conversion transaction, as a result of making a card transaction without authorization, as a result of writing off commission fees not taken into account during authorization, etc.

1.41. *Authorized body/authorized person of the Bank* - a permanent collegial body or an authorized person of the Bank with powers to make decisions related to issue and maintenance of cards.

1.42. *Countries with an increased risk of fraud* – countries bearing higher risk of card fraud. The countries with an increased risk of fraud considered by the Bank as such are listed at the Bank's website. Any changes in this list are also available at the Bank's website.

1.43. *Issuer* – the Bank that issues cards. The issuer hereunder is the Bank.

1.44. *Electronic Digital Signature (EDS)* – a set of electronic digital symbols created by means of an electronic digital signature and confirming the authenticity, ownership and content invariability of an electronic document;

1.45. *ALERT* – alarms, messages from Visa/MasterCard payment systems about fraudsters declassifying card data (card number, expiry date, in some cases PIN code) after receiving these messages, cards are immediately blocked.

1.46. *E-PIN* – a temporary card activation code (electronic PIN code) provided to the cardholder's mobile phone number as specified in the Card Application for the customer's proxy;

1.47. *OTP password* - one time password, a unique sequence of electronic digital symbols sent by the Bank to the cardholder's phone number specified in the Card Application for the customer's proxy and intended for one-time use when providing the customer with access to electronic banking services – authentication.

1.48. *POS-terminal* (POS - abbreviation from “Point of sale”) - any electronic machine used for automatic authorization and execution of payment transaction documents.

1.49. *QR Code* - a payment instrument in the form of a two-dimensional image created by the Quick Response algorithm, which contains the details for cashless payments and/or wire transfers;

1.50. *SMS-message* – text message sent from/to the Customer's mobile phone to/from the Bank via a mobile operator.

2.Card Issue and Storage Procedure

2.1. The Bank shall issue the card and PIN envelope immediately to the cardholder or customer's designated employees authorized to receive the card and PIN envelope at the Bank based on the customer's power of attorney, and deliver the same directly to the cardholder. Upon receipt, the Cardholder shall put the signature in a special field on the reverse side of the card.

2.2. The Card transfer to other persons is prohibited. A card presented by any person other than shall be subject to withdrawal.

2.3. The reverse side of the card has a magnetic stripe with the information encoded thereon. No exposure to adverse factors, such as electromagnetic fields (proximity to displays, magnetized or magnetic objects, for example, keys, magnetic locks on bags, mobile phones), mechanical damage (scratches, contamination, overheating, for example, by sunlight), etc., is allowed, which can damage the record on the magnetic stripe and make it impossible to carry out card transactions in the automated authorization mode.

2.4. The front side of a microprocessor card may also contain an integrated circuit with the information encoded thereon. The integrated circuit is immune to electromagnetic fields and atmospheric influences.

2.5. The card shall be kept in a slipcase or wallet and handled gently.

2.6. For security considerations, debit transactions are blocked upon issue of the card. The function will be unblocked automatically when the first transaction with entering a PIN code is carried out.

3. Code Word

3.1. When filling in the card application to the customer's proxy, the customer shall fill in the field "Code word".

3.2. The code word is required to the Bank employees to identify the cardholder if the latter applies to the Bank by phone.

3.3. The cardholder shall keep the code word private.

4. PIN Code

4.1. After the card is issued to the cardholder, a special envelope with an insert containing a PIN code is provided (except for digital cardholders). The cardholder is recommended upon receipt to open envelope, memorize the PIN and immediately destroy the insert and the envelope. If the card is issued via Onlinebank Halyk and delivered to the specified address, a temporary card activation code will be sent to the cardholder's phone number indicated in the Card Application (electronic PIN code, E-PIN)¹.

4.2. PIN is not known to employees of the Bank and must be kept by the Cardholder as confidential (secret) information all the time through the card use.

4.3. The cardholder is instructed to follow certain rules to ensure PIN secrecy:

- if the cardholder writes PIN elsewhere, the card and the written PIN must be kept separately;
- a cardholder must prevent anyone from spying a combination of PIN number on the keyboard of the electronic device.

4.4. When typing PIN, numbers on the displays of electronic devices are not specifically displayed, and replaced by a conventional sign. It is important not to make mistakes when typing the PIN. When you set the wrong PIN three times in a row (during any period, while using one or different electronic devices), the limit of PIN dialing attempts ends, and the Card transaction will discontinue.

4.5. Card transactions performed in automatic authorization mode and verifiable with PIN shall be considered by the Bank as completed by the cardholder.

4.6. If the Cardholder has forgotten the PIN, the card shall be handed over to the Bank for replacement, since card transactions would be impossible in automatic authorization mode.

5. PIN Code Change via ATM

5.1. If the cardholder changes a PIN code via ATM, the cardholder shall (by pressing the relevant button the ATM keyboard):

- 1) in line with the ATM menu, select the language and enter the current PIN code;
- 2) select "ADDITIONAL SERVICES";
- 3) select "CHANGE PIN CODE";

4) in the next ATM menu, enter a new PIN code. The ATM menu displays the warning "(PERSONAL IDENTIFICATION NUMBER) KEEP PIN CODE CONFIDENTIAL! DO NOT ALLOW

¹ After technical implementation of the process for opening accounts and cards in the card base in Onlinebank Halyk System.

OTHERS SPY ON YOUR PIN CODE!" and the sign: "ENTER YOUR NEW PIN CODE (ANY FOUR DIGITS)";

5) in the next ATM menu, re-enter a new PIN code. The ATM menu displays the warning "(PERSONAL IDENTIFICATION NUMBER) KEEP PIN CODE CONFIDENTIAL! DO NOT ALLOW OTHERS SPY ON YOUR PIN CODE!" and the sign: "CONFIRM YOUR NEW PIN CODE (ANY FOUR DIGITS);

5.2. If the transaction is completed successfully, the ATM display will show: "PIN CODE HAS BEEN CHANGED SUCCESSFULLY", and the ATM prints out a receipt to confirm a successful execution of the transaction.

6. Card Use

6.1. The Bank provides card service, the smooth functioning of systems and electronic devices, over which it has direct control, and takes all possible measures to restore the service in the event of suspension for reasons beyond the Bank.

6.2. All merchants are provided with logo pointers of card payment system to inform cardholders of the possibility to receive card services at this merchant.

6.3. To carry out card transactions, the cardholder shall provide the card to the cashier at the POS (Merchant or the Bank) or operate the ATM on a self-service basis (except for the digital card).

6.4. The cashier shall accept the card and perform authorization by means of an electronic terminal. The cashier shall insert the card into the terminal reader, dial the transaction amount on the keyboard and offer the cardholder to confirm the transaction by dialing a PIN code on a special keyboard. The request is sent to the Bank via communication channels. When the correct PIN code is typed and there is enough cash on the account, a receipt is printed in two copies, confirming the transaction. The cashier shall hand one copy to the cardholder. The cardholder shall check the data specified in the receipt for accuracy. Depending on the adopted technology, the printed receipt may be certified by the signatures of the cardholder and the cashier.

6.5. The cashier is entitled to demand an ID document from the card bearer. In the absence of a document, the cashier is entitled to refuse to carry out card transactions.

6.6. By entering the correct PIN code, the cardholder instructs to withdraw the amount of the card transaction from the account.

6.7. The cashier is entitled to retain the card until the circumstances are clarified in accordance with section 11 hereof.

6.8. Goods and services may be paid for online or via postal telephone orders with the use of a credit card, in accordance with the effective procedure of the merchant. The merchant may request the following information: credit card number, surname, name of the cardholder, CVV2 code or CVC2 code.

6.9. The Bank is entitled to close the card, if it is not re-issued by the customer within one month from its expiry date.

6.10. The Bank shall work with customers who have received services in countries with increased risk of card fraud and upon receipt of alerts from international payment card systems.

7. Cash Withdrawal with the Card

7.1. Cash can be withdrawn using the card at cash dispensers of the banks - members of the payment card system or ATMs.

7.2. As a rule, cash is issued by the card in the currency of the country of stay. In some countries, the frequency and the maximum amount of cash withdrawal by the Card may be restricted by law.

7.3. According to the rules of payment card system, cash dispensing points may not charge any additional fee (not related to bank tariffs) from the cardholder for cash withdrawal with the card. The Bank is not responsible for this type of fees.

7.4. Cash withdrawal using the card in cash dispensing points of the banks-members of the payment card system is made in an automatic authorization mode. The card transaction procedure is described in this section 7 and section 8 hereof.

7.5. The cardholder may withdraw cash from the ATM in a self-service mode. Upon completion of the card transaction and cash withdrawal from the ATM, a receipt is printed out. Since any information related to the cardholder is deemed confidential, it is recommended that the printed receipt shall be kept with the cardholder and never left near the ATM.

7.6. A card transaction for an active card, where a correct PIN is entered, can be rejected due to the following:

- the requested amount cannot be dispensed in banknotes available in ATM cassettes;
- the requested amount exceeds the one-time withdrawal limit defined by dimensions of an ATM cash dispenser. In this case, the requested amount should be divided and the procedure should be repeated several times.

7.7. When using ATM, one should keep in mind that if the returned card or issued banknotes are not withdrawn by the cardholder from the dispenser within 20 seconds, the protection system will be activated, and, for the purpose of the cardholder's money safety, the card or the banknotes will be drawn into the ATM and detained in a special compartment. In such cases, the card can be returned to the Cardholder by a local bank serving this ATM only after clarification of the reasons for the card retention and consultation with the issuer (Bank), and the recovery of the card transaction amount (or a part thereof which was not withdrawn) debited from the account upon authorization, can be made only after the ATM collection and clarification of the amount not withdrawn by the cardholder. The cardholder can apply to the Bank for support in negotiations with the local bank servicing the ATM.

7.8. In case of an incorrect PIN code or if the requested amount exceeds the account balance, the ATM display shows a corresponding notice, and the operation is rejected.

7.9. The reason for card or cash being retained by the ATM shall be clarified by the Bank within 5 (five) banking days following the day of the cardholder's application to the Bank, whether verbally by phone or in writing.

7.10. The maximum amount to be withdrawn per day via the Bank's ATMs shall be determined by the Bank's internal regulatory documents. In this case, the cardholder can remove this restriction on daily cash withdrawal via the Bank ATMs by applying to the Bank and signing the relevant application, or calling the Call Center at +7 (727) 259 07 77, (9595 toll-free for any mobile operators in Kazakhstan). The maximum daily amount to be disbursed via ATMs of other banks shall be set by the bank, which owns the ATM. The maximum term for restriction removal via the Call Center is 30 days, for any longer term the customer shall apply to the Bank in writing.

7.11. The amount of any transaction carried out to pay for goods and services shall be limited to the account balance.

8. Card Use for Payment for Goods and Services

8.1. According to the rules of the payment card system, the merchant is not entitled to overvalue its goods or services when accepting the card for payment as compared to cash payment. Such cases shall be communicated to the Bank by the cardholder.

8.2. A card transaction may be carried out in an automatic authorization mode.

8.3. The Cardholder has the right to return the card paid purchase or refuse the card prepaid service, for example, return the purchased ticket. To do so, at the request of the cardholder and with the consent of the merchant, a cashier performs "purchase refund" operation. Refund of the purchase price in cash is not applicable.

8.4. A purchase may be returned either before or after authorization. Where a return is made before authorization, the transaction is canceled directly at the merchant by terminating its processing. Where a return is made after authorization, the cardholder shall claim a return transaction, because, after authorization, the transaction amount is withdrawn from the cardholder's account. For the purpose of a return transaction, the cashier shall use a special function of the electronic terminal (reversal) and print out a special receipt. The card transaction amount will be restored to the cardholder's account on the next banking day after the Bank receives information on the completion of card refund transaction from the payment card system. This should be taken into account when calculating the amount available on the card.

9. Card Blocking

9.1. The Bank reserves the right to temporarily block the card in each case of there is a threat of card transactions unauthorized by Cardholder. The grounds for a temporary card blocking shall be determined by the Bank at its sole discretion.

9.2. Cardholders shall allow the Bank to contact them promptly to establish the extent of legitimacy of certain card transactions (cardholder's involvement or non- involvement therein).

9.3. If the card is either lost or stolen, the cardholder shall immediately contact the Call Center of the Bank to block the card (the "Claim"), and in case of a failure to do so, the cardholder shall contact any local bank-member of payment card system.

9.4. The Claim shall specify the surname, first name, patronymic (if any) of the cardholder and, if possible, additional information: date of birth, code word, card number and expiry date, and the reason for blocking. It is desirable to specify contact details - address and telephone number.

9.5. Telephone numbers of the Call Center (Almaty): +7 (727) 259 07 77, (9595 toll-free for mobile operators in Kazakhstan), correspondence address: Halyk Bank JSC: 40, Al-Farabi Ave., A26M3K5, Almaty.

9.6. Telephone numbers and addresses of oblast and regional authorization centers can be specified at the Bank's branch at the location.

9.7. The Bank's Authorization Center shall register the claim and time in a special log and transfer the claim to the payment card system.

9.8. The card blocking shall take effect within 6 (six) hours from the documentary registration of the claim by the Bank's Authorization Center.

9.9. The cardholder shall be liable for any card transactions made before the entry into force of card blocking, and shall be released from such liability once the card blocking enters into force.

9.10. A verbal claim shall be confirmed by a written application of the cardholder submitted to the Bank branch at the location within 2 (two) banking days. If the cardholder is abroad or there is any other reason of the cardholder's failure to come to the Bank within the specified period, the cardholder shall repeatedly contact the Bank's Authorization Center by phone after three hours and upon return from a foreign trip or as soon as possible submit to the Bank a written application to confirm the claim.

9.11. Appeals to the Bank's Authorization Center by phone shall be registered on a magnetic medium for analysis of any possible disputable situations.

9.12. In case of a claim to the Bank's branch or any member of the payment card system, the card blocking shall take effect after the Bank's Authorization Center registers the claim submitted by this branch or member of the payment card system on behalf of the cardholder.

9.13. The claim shall be deemed to be from the cardholder, and the Bank shall not accept any complaints for consequences of the card blocking.

9.14. After the card is blocked based on a written application of the cardholder, the Bank shall issue a new card to the account, with a new number and PIN code.

9.15. The Bank reserves the right to determine the extent of the cardholder's liability in case of negligent storage of the card or non-compliance with the PIN code secrecy even after blocking the card, and in case of establishing deliberate unlawful actions of the cardholder.

9.16. If the card is found that has been reported as lost, the cardholder shall immediately inform the Bank thereof and return the card to the Bank.

10. Card Retention/Seizure

10.1. A merchant may retain/ seize a card if:

- the card is blocked;
- the card is provided by any other person but the cardholder;
- any strong indications of card fraud are detected;
- the cardholder left the card at the merchant after the card transaction.

10.2. The card may be retained/seized by the ATM, merchant's cashier or the Bank's security service. In case of a card retention/seizure (other than by ATM), a relevant report shall be executed.

10.3. The reason for card retention/seizure shall be clarified by the Bank not later than the banking day following the day of the cardholder's application to the Bank or a local bank, member of the payment card system, verbally, by phone or in writing.

10.4. The Bank shall return the retained card directly to the cardholder after making a decision by the local bank or the Bank (where the retained/seized card is delivered the Bank), at the written request of the cardholder.

11. Card Validity, Suspension, and Termination

11.1. The expiry date (month and year) shall be indicated on the card. The card is valid until the end of the last day of the month indicated thereon.

11.2. The Bank is entitled to block the expired card with further notice to the cardholder within 10 (ten) banking days from the date of blocking, until the settlement of disputable situations.

11.3. If the cardholder refuses to use the card, the cardholder shall file a relevant application with the Bank in writing and return the card.

12. Dispute settlement

12.1. It is recommended that the cardholder keep the receipts to record money spent on the account and settle any potential disputes.

12.2. The Bank shall provide the cardholder with a monthly statement, additional statement, and copies of other documents, including those confirming the accuracy of money withdrawal from the account, in accordance with the procedure and terms established by the legislation of the Republic of Kazakhstan, the Bank's internal regulations, including tariffs and the agreement.

12.3. In case of any disputes, the cardholder shall apply to the Bank in writing, and if the claim is accepted, the Bank shall act before the payment card system on behalf of the cardholder. The Rules of the payment card system establish a limitation period for consideration of a disputable card transaction of 45 (forty-five) days from the date of execution thereof. Where the claim is substantiated, the Bank shall recover the card transaction amount on the account. Unjustified claims are subject to penalties established by the payment card system, which may exceed the amount of the disputed card transaction. Under the direct debiting agreement, the Bank is entitled to deduct penalties and the amount of unjustified claim from the cardholder's account.

12.4. In case of any unauthorized payment made by the Bank the customer's notice of loss, theft, or unauthorized use of the payment card is entered into force, the Bank shall consider the written application of the customer on such payment within 15 (fifteen) calendar days. If it is not established that the customer (cardholder) was involved or assisted in the unauthorized payment, the Bank shall credit the amount of unauthorized payment to the customer's account within the specified terms. The term may be extended where necessary, but the period of review of the application shall not exceed 30 (thirty) calendar days for transactions within the Republic of Kazakhstan or 60 (sixty) calendar days for transactions made abroad, provided that a notice is sent in accordance with the procedure stipulated by the agreement. The customer is entitled to submit documents and information to the Bank to substantiate such unauthorized payment and assist the Bank in the investigation into the situation with the unauthorized payment. If the Bank decides to reimburse the amount of unauthorized payment, the Bank shall credit the amount of unauthorized payment to the customer's account and, at the customer's option, pay a penalty for unauthorized use of other people's money from the date of unauthorized payment to the date of its refund at the official refinancing rate of the National Bank of the Republic of Kazakhstan as at the day of unauthorized payment, or reimburse the customer for losses in the amount not to exceed one-fourth of the unauthorized payment.

12.5. For settlement of other claims of the customer other than those stipulated in Clauses 12.3 and 12.4 hereof, during the validity period of the Agreement the customer may file a claim with the Bank in writing, and submit documents and information confirming the customer's requirements in the claim. The customer's claim, which requires no additional information or verification, shall be considered within 15 (fifteen) calendar days from the day of its receipt.

A customer's claim, which requires additional information or further verification, shall be considered and resolved within 30 (thirty) calendar days from the date of its receipt by the Bank or within 45 (forty-five) calendar days in case the card is used abroad.

The customer shall be notified of the outcome of the claim review within 3 (three) business days from the date of the Bank's resolution of the claim.

If the Bank finds the customer's claim to be justified, which provides for payment of losses by the Bank, the Bank shall indemnify the customer for the losses upon agreement with the customer, or the parties may settle the claim otherwise. The Bank shall credit funds for loss reimbursement to the account within 3 (three) banking days from the date of claim settlement by the Bank and the customer."