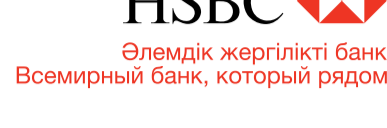


Personal Agreement on Issuance and Use of MasterCard Debit Card

(SB «HSBC Bank Kazakhstan» JSC)



This Personal Agreement on Issuance and Use of MasterCard Debit Card (SB «HSBC Bank Kazakhstan» JSC) (hereinafter – “this Agreement”) governs the relationship between the Bank and Card Holder relating to issuance and maintenance of debit cards of the MasterCard International Payment System, and opening and maintenance of the Current Account, and rendering other services set out herein.

1. Terms and Definitions

- 1.1. Authorization is an authorization by the Bank to make payment using the debit Card.
- 1.2. Bank is SB «HSBC Bank Kazakhstan» JSC including its subsidiaries and representative offices.
- 1.3. Banking Day is a day when the banks of the Republic of Kazakhstan are open for operations.
- 1.4. Suspending of the Card is total or temporary ban to make payments using the debit Card.
- 1.5. Card Holder is a physical person who has the right to use the Primary Card, is an owner of the Current Account and a party hereto.
- 1.6. Holder of the Additional Card is a Card Holder and/or physical person in whose name the Additional Card is issued.
- 1.7. Additional Card is a Card issued upon a written request of the Card Holder on the terms and conditions defined by the Card Holder and in the name of the Holder of the Additional Card, which gives the Holder of the Additional Card access to the money of the Card Holder on the Current Account via electronic terminals or other devices which containing the information which allows the Holder of the Additional Card to make payments, receive cash, exchange currency, and carry out other operations on the Current Account determined by the Bank and on the terms and conditions established by the Bank.
- 1.8. Credit is an amount of money provided by the Bank to the Card Holder within the Credit Limit on the Current Account and utilized by the Card Holder. The Credit is extended in the currency of the Current Account.
- 1.9. Debt is a failure by Card Holder to pay for the Card-related services, repay the Credit, and pay the interest accrued, penalties, fines and charges due.
- 1.10. Application is a document signed by the Card Holder and being in the form specified by the Bank.
- 1.11. Current Account is a bank account opened by the Bank for the Card Holder in accordance with this Agreement and used for depositing money and effecting Card transactions (operations accounting and settlements).
- 1.12. Card is a mean of access to the money of the Card Holder on the Current Account via electronic terminals or other devices containing the information which allows the Card Holder to make payments, receive cash, exchange currency and effect other operations on the Current Account determined by the Issuer and on the terms and conditions specified by it.
- 1.13. Call Centre is a subdivision of the Bank to receive and process calls of Card Holders/holders of Additional Cards, to inform about products and services offered by the Bank, to activate and suspend Cards, and to perform other functions designated by the Bank for Client servicing.
- 1.14. Credit Limit of the Current Account is an amount of the revolving Credit Facility provided by the Bank to the Card Holder under which the Card Holder may effect Transactions in excess of the cash balance on the Current Account.

- 1.15. Current Agreement – is current agreement on issuance and use of MasterCard debit card (SB «HSBC Bank Kazakhstan» JSC), including General Terms and Conditions which are integral part of this Agreement.
- 1.16. Overdraft is excess expenses by the Card Holder over the cash balance on the Current Account including the Credit Limit on the Current Account.
- 1.17. Transaction is an operation on the Current Account including expense transactions using the Card (payment for Goods and receiving cash), depositing cash on the Current Account in cash or by transfer; Chargebacks; and other operations to be reflected on the Current Account. The transactions may be carried out both within and outside the Republic of Kazakhstan.
- 1.18. Primary Card is a Card issued by the Bank in the name of the Card Holder.
- 1.19. PIN is a personal identification number, i.e. a secret code assigned to the Card Holder and Holder of the Additional Card for their identification.
- 1.20. Payment system is a system of participants of settlements and their calculating agents that are abide by common rules and terms and conditions and establish relations based on the debit Cards technology. For the purpose hereof the payment system will be the MasterCard International Payment System.
- 1.21. Rules are the rules of use of the international debit Card elaborated by the Bank and set out in Annex 1 hereto.
- 1.22. Tariffs of the Bank are the commissions and fees unilaterally set by the authorized body of the Bank for the services rendered by the Bank and related to its activity, acting on the date of payment for the Bank's services.

2. Terms and Conditions of This Agreement Conclusion

- 2.1. This Agreement constitutes a deed of adherence, and the terms and conditions of this Agreement are set forth by the Bank in a standard form.
- 2.2. The terms and conditions hereof shall be deemed accepted by the Card Holder if it adheres to this Agreement in general by giving an Application to the Bank.
- 2.3. This Agreement shall be deemed concluded only upon acceptance by the Bank of the Application in accordance with the Bank's internal procedures.
- 2.4. The Bank shall independently assign the number of the Card/Additional Card/Current Account to the Card Holder.

3. Subject Matter of the Agreement

- 3.1. The subject matter of this Agreement are the relationship between the Bank and Card Holder relating to issuance and use of debits cards of the MasterCard International Payment System, opening and maintenance of the Current Account.
- 3.2. Based on the terms and conditions of this Agreement the Bank shall issue the Card/Additional Card, open the Current Account, maintain the Card/Additional Card and Current Account, provide to the Card Holder the Credit Limit on the Current Account and/or Overdraft.
- 3.3. The Card Holder shall use the Card based on the terms and conditions set out in this Agreement and in accordance with the Rules.

4. General Provisions

- 4.1. The terms of use of the Card/Additional Card are regulated by the legislation of the Republic of Kazakhstan, this Agreement and internal documents of the Bank.
- 4.2. The Card/Additional Card is the property of the Bank. The Bank reserves the right to carry out any operations with the Card by giving a prior three (3) banking days notice to the Card Holder.
- 4.3. Any further Applications shall be given by the Card Holder to the Bank on the terms and conditions set out herein for making decisions on issuance of the Card to the Card Holder, or rendering additional services.
- 4.4. All Applications accepted by the Bank shall be an integral part hereof.

5. The Bank may:

- 5.1. Refuse to issue the Card/Additional Card to a potential Card Holder in case of his/her failure to comply with the requirements set by the legislation of the Republic of Kazakhstan.
- 5.2. Refuse to extend the Credit or provide Overdraft to the Card Holder.
- 5.3. Suspend or terminate this Agreement in case of violation by the Card Holder of the terms and conditions hereof.
- 5.4. Record the telephone calls of the Card Holder and/or Holder of the Additional Card to the staff of the Bank, Call Centre, and to use such records as an evidence in the court. The Card Holder agrees to recording and using such records as an evidence in the court.
- 5.5. Make changes in and additions to this Agreement if required by the legislation of the Republic of Kazakhstan or internal policy of the Bank by giving a prior notice to the Card Holder, and advising the Card Holder in accordance with the procedure determined by the General Terms and Conditions.
- 5.6. Set authorization limits for making card transactions according to internal procedures and change them in accordance with prior Card Holder's written notice to the Bank received within 3 business days.
- 5.7. Debit without acceptance to the Current Account and/or other bank accounts of the Card Holder the amount of Transactions; losses of the Bank incurred as a result of violation by the Card Holder/Holder of the Additional Card of this Agreement/Rules; the Bank's tariffs set for a particular operation; incorrectly debited cash; transactions carried out with the help of the Additional Card; the amount of principal of the Credit, accrued interest, fines, penalties and charges under the Credit.
- 5.8. Change or add unilaterally the Bank's Tariffs with giving a notice to the Card Holder in the procedure determined by the General Terms and Conditions.
- 5.9. Suspend unilaterally the Card/Additional Card in case of:
 - violation by the Card Holder and/or Holder of the Additional Card of the terms and conditions hereof;
 - failure by the Card Holder to repay the Debt starting from the date of occurrence of the Debt and until full repayment of the Debt;
 - risk of unauthorized payments using the Card/Additional Card;
 - any basis to believe that the Card/Additional Card and/or Current Account are used for any fraud operations, legalization of (laundering) money and/or financing any illegal activities;
 - change in the legislation that prohibit the Transactions;
 - any circumstances which, in the Bank's opinion, may result in a damage to the Card Holder/Holder of Additional Card and/or Bank;
 - expiry of the Card/Additional Card.
- 5.10. Exchange currency other than the currency deposited on the Current Account received on the Current Account at the rate of currency sale as of the date of transaction.
- 5.11. Use the information related to use of the Card/Additional Card as required by the legislation of the Republic of Kazakhstan.
- 5.12. Unilaterally stop maintenance of the Card/Additional Card at any moment and on any basis.
- 5.13. Destroy the uncalled Card/Additional Card upon expiration of three (3) months after the date of issuance.
- 5.14. Reject the Application related to a disputable Transaction given by the Card Holder to the Bank in writing forty (40) days after the date of such Transaction;
- 5.15. Reject to accept any claims of the Card Holder as to the operations carried out using the correct PIN, if the Bank was not notified in writing or orally about suspending or termination of the Card/Additional Card prior to the transaction.
- 5.16. Terminate unilaterally this Agreement and demand early repayment of the total amount of the Debt in case of violation by the Card Holder and/or Holder of the Additional Card of the terms and conditions of this Agreement and Annexes hereto.
- 5.17. In the cases specified by the currency legislation demand that the Card Holder and/or Holder of Additional Card provide necessary documents or take necessary actions.
- 5.18. Unilaterally decrease the amount of the Credit Limit on the Current Account.
- 5.19. Withdraw and/or debit directly without further authorization from the Current Account the amount of commissions due and required to be paid by the Payment System for authorization requests made on the Cards of the Card Holder and/or Holder of the Additional Card.
- 5.20. Cardholder gives permission to the Bank to close Current Account if there will be no funds available on the Current Account for longer than three months.

6. The Bank shall:

- 6.1. Produce and issue the Card/Additional Card to the potential Card Holder/Holder of the Additional Card upon receipt of the full package of documents required for opening the Current Account, within the terms determined by the Bank independently, and after acceptance of the Application by the Bank.
- 6.2. Notify the Card Holder about suspension of the Card (other than in case of expiry of the Card) within three (3) banking days to the contacts last notified in writing by the Card Holder to the Bank.
- 6.3. Credit to the Current Account the amount received on the account of the Card Holder as of the date of valuation indicated in the received payment order.
- 6.4. Upon written Application of the Card Holder provide the statements on the Current Account as per the terms and conditions of the Bank.
- 6.5. Advise the Card Holder about any changes made in this Agreement on the terms and conditions set out in the General Terms and Conditions.

7. The Card Holder may:

- 7.1. Request to issue and/or cancel the Card / Additional Card and shall pay for it as per the current tariffs of the Bank.
- 7.2. Set and/or change the limits of utilization of cash for a certain period for the Holder of the Card / Additional Card.
- 7.3. Change the limit of utilization of cash on the Card / Additional Card by signing the corresponding Application.
- 7.4. The Card Holder shall have the right to terminate this Agreement at any time with at least thirty (3) calendar days prior written Application to the Bank before the anticipated date of termination hereof.
- 7.5. Request the Bank to consider the disputable operation and present a slip (cheque) as an evidence within forty (40) calendar days after the date of disputable transaction. Before the issue with the disputable transaction is resolved the money debited from the account will not be restored.
- 7.6. Suspend the Card by a written or oral request in compliance with the procedure of card suspension described in the Rules.

8. The Card Holder shall:

- 8.1. Bear full responsibility for use of the Primary and Additional Cards issued on his/her account.
- 8.2. Pay all the Bank's commissions in accordance with the current Tariffs.
- 8.3. Pay the Debt to the Bank in a timely and full manner.
- 8.4. Within three (3) banking days provide to the Bank the information about any changes in the contact details last notified in writing by the Holder to the Bank.
- 8.5. Present to the Bank all the documents required by the legislation of the Republic of Kazakhstan.
- 8.6. Indemnify for the expenses incurred by the Bank through the fault of the Card Holder and/or Holder of the Additional Card.
- 8.7. Promptly advise the Bank about loss, theft, unauthorized access by third parties to the Card/Additional Card, Current Account, by a written or oral Application to the Bank in accordance with this Agreement and the Rules.
- 8.8. Return to the Bank the amount incorrectly credited to the Current Account, within five (5) days after receipt of the corresponding demand of the Bank.
- 8.9. Comply with the requirements of the legislation of the Republic of Kazakhstan while effecting the Transaction.
- 8.10. In case of closing the Current Account pay the due amount of the commission for maintenance of the Current Account.
- 8.11. Regularly, but at least once a month, check the status of his/her Current Accounts.
- 8.12. Do not pass the Card/Additional Card to third persons, and do not disclose PIN or any card details.
- 8.13. In case of giving the Application on termination of this Agreement return to the Bank all Cards/Additional Cards issued hereunder.
- 8.14. Bear full material responsibility for the actions that violate the provisions hereof.

9. Credit Limit of the Current Account and Overdraft

- 9.1. Based on this Agreement and Application of the Card Holder the Bank may set the Credit Limit of the Current Account and extend to the Card Holder the repayable and secured Credit available for a fee and within certain term.
- 9.2. The requirements of the Bank, which the Card Holder must meet for setting the Credit Limit of the Current Account, shall be those provided for in the internal documents of the Bank. The Credit shall be made available to the Card Holder after the Bank's decision to extend the Credit to the Card Holder.
- 9.3. For the Credit Limit to be set the Card Holder agrees that the Card Holder him/her and about the amount of the Credit Limit of the Current Account and Credit, and all other information related to performance by the Card Holder of his/her obligations under the Credit will be included into the database of credit bureaus in the procedure established by the legislation of the Republic of Kazakhstan.
- 9.4. The amount of the Credit Limit of the Current Account, rate of interest for utilization of the Credit and default interest, grace period, type of security, and the term of the Credit shall be indicated in the Application of the Card Holder being an integral part hereof. The Application of the Card Holder with the request to extend the Credit shall be a Client's offer, and in case of acceptance by the Bank will constitute the credit agreement from the date of such acceptance by the Bank. The Credit of the Holder shall be extended to the Card Holder and the Credit shall be deemed as acceptance by the Bank.
- 9.5. The Card Holder shall repay the Credit, pay the interest and default interest to the Bank within the term indicated in the Application of the Card Holder to this Agreement.

- 9.6. The closing date of the Credit repayment shall be indicated in the Application of the Card Holder to this Agreement.
- 9.7. In case of failure to pay and/or late payment of the Credit by the Card Holder the Bank shall have the right without further authorization and written consent of the Card Holder to withdraw the amount of the Debt from all bank accounts of the Card Holder opened with the banks and organizations that carry out certain types of banking operations both inside and outside the Republic of Kazakhstan.
- 9.8. In case the amount on the bank accounts is insufficient for repayment of the Credit, and payment of interest for utilization of the Credit and all commissions, fees and penalties, the Bank shall have the right to levy execution upon other property of the Card Holder whatsoever and wheresoever.
- 9.9. In case of improper execution by the Card Holder of his/her obligations to repay the Credit and pay the interest the Bank, at its own discretion, shall have the right to increase the amount of the provided Credit, to review the terms and other material conditions of the Credit.
- 9.10. The schedule of repayment of the Credit and payment of interest accrued shall be determined by the Card Holder with the consent of the Bank and shall be reflected in the Application of the Card Holder to this Agreement.
- 9.11. In case of failure to perform or improper performance of the obligations to repay the Credit, pay interest and penalties, violation of other provisions of this Agreement, the Bank may request early repayment by the Card Holder of the Credit and payment of interest accrued for the whole term of the Credit.
- 9.12. The Bank may unilaterally review the rate of interest under the Credits, with prior notice to the Card Holder. The prior notice to the Card Holder about any changes in the terms of lending including change of the rate interest under the Credit shall be given in the procedure established by this Agreement.
- 9.13. The Card Holder shall repay the Credit to the Bank and pay interest accrued under the Credit in the amount, in the procedure and within the term established by the Application and this Agreement.
- 9.14. With a view of minimization of credit risks in case of change of the source of financing of currency operations carried out by the Bank, or the terms of formation of the credit resources the Bank may at any stage of this Agreement alter the terms and conditions of this Agreement including the Credit Limit of the Current Account, term of its expiration, interest rate, by giving subsequent notice to the Card Holder.
- 9.15. At request of the Bank the Card Holder shall provide the security of the Credit including such by payment of the penalty or any other security which meets the requirements of the Bank.
- 9.16. The Card Holder shall maintain the security provided under the Credit at the amount and in the state required by the Bank for proper securing the obligations under the Credit.
- 9.17. The interest shall accrue on the amount of the principal of the Credit based on the actual number of days of utilization of the Credit funds, including the first day of utilization and excluding the day of repayment. For the purpose of interest calculation the number of day in a year shall be thirty six (360) calendar days, and the number of days in a month shall be thirty (30) calendar days.
- 9.18. In the event of the Overdraft the Card Holder shall pay to the Bank the interest at the rate indicated in the Tariffs and penalty fee indicated in the Tariffs per each day of delay. The interest and penalty shall be calculated based on the actual number of days lapsed from the date of the Overdraft and up to the date of its actual repayment. The period of repayment of the Overdraft interest and penalty in respect of the Overdraft shall be thirty (30) days from the date of Overdraft. Every event of Overdraft by the Card Holder may result in termination of this Agreement by the Bank.

10. Liability of the Parties

- 10.1. The Bank shall be liable for:
 - 10.1.1. Disclosure of bank secret in accordance with the legislation of the Republic of Kazakhstan;
 - 10.1.2. Failure to perform the obligations hereunder;
 - 10.1.3. The incorrect transactions on the Current Account. The liability for incorrect transaction shall be limited to cancellation by the Bank of such incorrect transaction.
- 10.2. The Bank shall not be responsible for:
 - 10.2.1. The quality of goods and services paid for by the Card/Additional Card;
 - 10.2.2. The consequences of late Application by the Card Holder to the Bank with the request to suspend the Card, and expiry of the Card/Additional Card;
 - 10.2.3. Failure by the Card Holder to receive statements on the Current Account;
 - 10.2.4. The incorrect information provided by the Card Holder and/or Holder of the Additional Card to the Bank;
 - 10.2.5. The foreign exchange restrictions in the receiving country, and the limits of cash that may be received at ATMs and bank offices, which may somehow affect the interests of the Card Holder/Holder of the Additional Card.
 - 10.2.6. Failure of payment systems, electronic devices, ATMs that are beyond direct control of the Bank.
 - 10.2.7. Impossibility to provide services or perform obligations should such impossibility result (directly or indirectly) from any dispute or circumstance beyond control of the Bank.
 - 10.2.8. Any direct or indirect losses that result from or are caused by use of the Card.
- 10.3. The Card Holder shall be responsible for:
 - 10.3.1. Improper performance of the terms and conditions of this Agreement and Annexes hereto by the Card Holder and/or Holder of the Additional Card, misuse of the Card by the Card Holder and/or Holder of the Additional Card, damage caused to the Bank and/or third persons, in the full amount;
 - 10.3.2. The losses incurred by the Bank and/or third person as a result of unauthorised use by third persons of the Cards/Additional Cards and caused prior to notice by the Card Holder and/or Holder of the Additional Card about loss of the Card/Additional Card, its use by unauthorized person and suspending of the Card/Additional Card by the Bank, in the full amount of losses.
 - 10.3.3. The damage caused to the Bank as a result of failure to perform by the Card Holder and/or Holder of the Additional Card of the terms and conditions hereof and Annexes hereto, as well as the Rules, in the full amount of the caused damage.
 - 10.3.4. Passing the Card/Additional Card or card details, disclosure of PIN to third persons, in the full amount of the damage caused to the Bank and/or third persons.
 - 10.3.5. Failure to comply with the legislation of the Republic of Kazakhstan while effecting the Transaction, in the full amount of damage and/or losses caused to the Bank and/or third persons by such failure to comply;
 - 10.3.6. Inaccuracy of the information provided to the Bank, in the full amount of damage and/or losses caused to the Bank and/or third persons and resulting from provision of inaccurate information.
 - 10.3.7. Failure to repay and/or untimely repayment of the Debt to the Bank in the procedure and on the terms determined in this Agreement, in the full amount.
- 10.4. The Parties shall be released from responsibility for a failure to perform obligations should such failure result from the force majeure.
- 10.5. Performance of obligations which have not been performed due to the force majeure circumstances shall be extended for a period of time needed to overcome such circumstances.

11. Disputes Resolution

- 11.1. The disputes and controversies arising between the parties in the course of performance of this Agreement shall be resolved by way of negotiations between them.
- 11.2. The disputes that have failed to be resolved by way of negotiations between the parties, shall be resolved in the procedure established by the legislation of the Republic of Kazakhstan.
- 11.3. Any Application with respect to a disputable Transaction shall be accepted within forty (40) days after the date of the Transaction and shall be accompanied by respective documents (slips, cheques). Otherwise the Bank may reject any claims. All disputes should be resolved according to procedures of International Payment Systems and Bank procedures.

12. Term of This Agreement, Changes to and Termination of This Agreement

- 12.1. This Agreement shall be effective from acceptance of the Application by the Bank in compliance with the terms and conditions of Section 2 hereof, and shall stay in full force and effect until and unless terminated, or up to the closing the Current Account, provided that the Card Holder and/or Holder of Additional Card have no overdue obligations hereunder.
- 12.2. The Bank may terminate this Agreement at any time.
- 12.3. The Card Holder shall have the right to terminate this Agreement at any time by giving a prior at least thirty (30) banking days written notice to the Bank. In such case the Bank shall not reissue the Card, and the Card shall be cancelled as of the date of termination of the Agreement selected by the Card Holder. When giving a written notice of termination of this Agreement the Card Holder must return to the Bank all Cards issued hereunder.
- 12.4. The Bank may unilaterally make changes in this Agreement. All changes made in the Agreement shall be notified by the Bank to the Card Holder by placing the information at the official website of the Bank and/or by announcing the information at the Bank and/or branches/representative offices of the Bank.
- 12.5. The failure by the Card Holder to deliver the written Application of his/her disagreement with the terms and conditions of the Agreement, including any changes hereto, within thirty (30) calendar days from the date of announcing such changes shall be deemed the acceptance by the Card Holder of reviewed terms and conditions of this Agreement and adherence hereto in general including all and any changes hereto.

13. Legal Address and Details of the Bank

SB JSC «HSBC Bank Kazakhstan»
 050010, Almaty, Dostyk avenue, 43
 TRN 600900133859
 IIC 900161249 NBRK
 BIC 190501949

Annex 1
 To the Personal Agreement
 on Issuance and Use of MasterCard Debit Card
 dated “ ___ ” _____ 20__

General Rules of Use of the Card of HSBC Bank Kazakhstan

1. Procedure of Issuance and Storage of the Card

- 1.1. The Bank shall issue the Card/Additional Card directly to the Card Holder. When the Card Holder receives the Card he/she shall sign a special field on the backside of the Card in the presence of the Bank's officer.
- 1.2. The Card/Additional Card is issued not activated so that to minimize the risk of unauthorized operations on the Card before it is handed over to the Holder. The Card may be activated by the Card Holder immediately in the office of the Bank or by personal call to the Call Centre at telephone in Almaty +7 (727) 259-69-99
- 1.3. The Card Holder shall keep the Card away from adverse factors that may damage the Card.
- 1.4. After issuance of the Card the Card Holder receives personally and privately a sealed envelope with a sheet with typed Personal Identification Number (hereinafter – the “PIN code”). PIN code is strictly confidential and in no case shall be disclosed to third parties including the Bank's staff.
- 1.5. The Bank will consider the card operations confirmed with correct PIN code as having been effected by the Card Holder.
- 1.6. In case the Card Holder has forgotten PIN code he/she should apply to the Bank and submit the corresponding Application for reissue of the Card or PIN.
- 1.7. The Card that has not been received shall be destroyed by the Bank upon three (3) months after the date of issue.

2. The Card Transactions

- 2.1. If the transaction is authorized the cashier shall fill in the cheque and make sure that it indicates the correct number of the Card, amount and date of operation. The signed check shall be an evidence of the correct information contained therein.
- 2.2. In case of reject of purchasing (return of article) the Holder shall make sure that the cashier has cancelled the transaction, and the cheque should be destroyed by the cashier in the presence of the Card Holder.
- 2.3. In accordance with the current tariffs of the Bank for the Card services the Card Holder shall pay to the Bank the commission for maintenance of the Card. The information about tariffs shall be provided by the Bank to the Card Holder before these Rules are signed. Afterwards the information about any changes in the tariffs shall be notified in the procedure established by the General Terms and Conditions.
- 2.4. Replenishment of the Current Account of the Card Holder shall be in cash and by transfer.
- 2.5. The transactions may be effected within the running balance of the Current Account of the Card Holder as of the date of such transactions.

3. Blocking of the Card

- 3.1. In case of loss or theft of the Card it is necessary to immediately call to the Call Centre at telephone +7 (727) 259-69-69 or the nearest office of HSBC Bank Kazakhstan with the request to suspend the Card (hereinafter – the “Request”).
- 3.2. In the request to block the card the following is mentioned: full name of the cardholder, card number and expiry date of Card/Additional card, telephone contact number of the cardholder.
- 3.3. The Card Holder shall be fully liable for all transactions carried out before the Card has been blocked.
- 3.4. The Card shall be blocked without blocking the Current Account of the Card Holder based on the Applications of Holders of Primary and Additional Cards, and with blocking the Current Account of the Card Holder based on decision of authorised bodies and officers, and in compliance with the procedures established by the acting legislation of the Republic of Kazakhstan.
- 3.5. A temporary blocked Card / Additional Card might be unblocked. The Card / Additional Card blocked for loss or theft shall be released automatically and Card Holder is due to pay reissue commission.

4. Retention of the Card

- 4.1. The Card may be retained at the service point in case:
 - The Card is suspended
 - Presenter of the Card is not its Holder
 - The Card Holder has forgotten the Card at the service point after completion of the Card Transaction.
- 4.2. The Card shall be retained by ATM, cashier of service point, officer of the debit cards department or security of the Bank.
- 4.3. The reason for retention of the Card by ATM shall be established by the Bank not later than the next banking day after the date of application by the Card Holder to the Bank.
- 4.4. The retained Card shall be returned by the Bank after the respective decision is taken depending on the reason of the Card's retention.
- 4.5. Card retained by the Bank outside Republic of Kazakhstan, will be returned in accordance with the procedures of the Bank, that retained Card.

5. Term of the Card, Suspension, Termination of Use, Replacement of the Card

- 5.1. The Card shall indicate the date of its expiry (month and year). The Card shall be effective before and on the last day of the month and year indicated therein. All expired Cards shall be suspended and should be returned to the Bank
- 5.2. The Bank may suspend the Card by giving a notice to the Card Holder within next three (3) banking days after the date of suspension until the disputable situation is resolved.
- 5.3. In case of refusal to use the Card the Card Holder shall deliver to the Bank the respective Application and return the Card.
- 5.4. Replacement or issuance of the Card Holder of a new Card in place of the lost one shall be made based on the written Application.
- 5.5. The Card shall be replaced in case of expiry, damage, loss, theft of the Card, or disclosure of PIN, or in case the Card Holder has forgotten PIN, and if requested so by the Card Holder, International Payment System requirements or at the request of Card Holder in order to prevent card transaction fraud.

6. Maintenance of the Card

- 6.1. The statements on the Current Account of the Card Holder will be issued in accordance with the General Terms and Conditions established by the Bank.

7. Disputes Resolution

- 7.1. It is recommended that the Card Holder should keep the cheques so that to calculate expenditures on the Current Account and resolve possible disputes.
- 7.2. The Card Holder shall have the right to demand that the Bank provide copies of the documents evidencing that all withdrawals from the Current Account are correct.
- 7.3. Any notice sent by mail shall be deemed received by the Card Holder within seven (7) days from the date of posting to the address last notified in writing by the Card Holder to the Bank. Publication of changes by such means as the Bank may deem the most appropriate shall constitute the notice to the Card Holder that the changes and/or additions are in effect.
- 7.4. The Card Holder shall deliver the written Application to the Bank within forty (40) days from the date of transaction. In case the Application is reasonable the Bank shall restore the amount of the Card Transaction to the Current Account. In case the Application is not reasonable all costs associated with resolution of the disputable transaction shall be paid by the Card Holder.
- 7.5. The Bank reserves the right to stop maintenance of the Card at any time with prior notice to the Card Holder.

8. For the Card Holder's Information

- 8.1. For the purpose of prompt receiving the information from the Bank the Card Holder shall notify the Bank about any changes in his/her address of domicile and/or number of telephone.
- 8.2. The Card Holder shall address all questions related to use of the Card to the Call Centre at the following telephone: +7 (727) 259-69-99