

**RULES**  
**for the provision of services on international payment cards of "RSK Bank" JSC**  
**(As amended by Board Resolution No. 10/13 dated 03/17/2022)**

**1. General provisions**

- 1.1. These Rules define the procedure for issuing and servicing the Visa/MasterCard international Charge Card (hereinafter referred to as the Payment Card) in "RSK Bank" JSC (hereinafter referred to as the Bank), opening and maintaining bank accounts for which transactions are carried out using Payment Cards, the terms of service of individuals who received the Payment Card, as well as the procedure performing transactions using Payment Cards.
- 1.2. These Rules are developed in accordance with the current legislation of the Kyrgyz Republic, regulations of the National Bank of the Kyrgyz Republic, rules and instructions of the Payment System.
- 1.3. These Rules are typical for all Charge Card Holders and define the terms and conditions of the card account agreement of an individual with the issue of a Charge Card concluded between the Bank and an individual (hereinafter referred to as the Agreement).
- 1.4. The conclusion of the Agreement is carried out by joining an individual to these Rules in accordance with Article 387 of the Civil Code of the Kyrgyz Republic. In order to conclude an Agreement, an individual submits to the Bank an Application Form for receiving a Charge Card in the form approved by the Bank.
- 1.5. The Charge Card Holder who has joined these Rules assumes all obligations provided for by these Rules.
- 1.6. The card account is maintained in the currency: Kyrgyz SOM, US Dollars or Euros.
- 1.7. The Bank has the right to set the minimum amount of funds (non-deductible balance) on the Card Account, which cannot be spent (used) The holder of the Charge Card during the entire term of the Agreement. The amount of the irreducible balance is provided for by the Bank's Tariffs.
- 1.8. These Rules and Tariffs of the Bank are posted on the official website of the Bank [www.rsk.kg](http://www.rsk.kg), at stands in Bank branches servicing Charge Card Holders.
- 1.9. The Parties have agreed that the Register of Transactions and other documents received by the Bank through the Payment System and from the Processing Center are official documents confirming the Client's Card Transactions.
- 1.10. The Bank's commissions for the services rendered on Card transactions are charged according to the Bank's Tariffs in effect on the date of the services rendered.
- 1.11. The Charge Card Holder authorizes the Bank to withdraw funds without acceptance from the Card Account, from any bank accounts of the Charge Card Holder opened in the system of "RSK Bank" JSC.
- 1.12. Funds received to the Card Account are sent by the Bank to repay the total amount of debt on the current date according to the following order:
  - Penalties for late repayment of arrears by the Charge Card Holder (Bank commission, replenishment of the amount of the irreducible balance in accordance with the terms of these Rules, reimbursement of the amount of card transactions, as well as other outstanding debts of the Charge Card Holder to the Bank);
  - Overdraft facility;
  - For making a payment, if the Charge Card Holder or the Holder of an Additional Charge Card violated the terms of these Rules and handed over the Charge Card and declassified the PIN code to a third party;
  - For Card transactions performed, including those performed by third parties using a Payment Card, its analogue or Charge Card details;
  - Other obligations of the Charge Card Holder to the Bank;
- 1.13. If the Cardholder performs Card Transactions in a currency other than the currency of the card account, the Bank automatically converts the amount at the Bank's commercial exchange rate. At the same time, the exchange rate at the time of the transaction may differ from the rate at the time of its processing in the Bank's system, which may result in a difference between the amount by which the balance on the Charge Card was reduced at the time of the transaction and the amount actually debited from the card account at the time of processing the transaction in the Bank's system. The exchange rate difference, if it occurs, is debited/credited to the card account at the time of processing the transaction in the Bank's system. Funds are debited from the card account within 2-30 days after the Card Transaction (authorization) is performed at the Bank's commercial rate effective on the day of funds debiting from the card account. In this regard, at the time of the Card Transaction (authorization), the transaction amount will automatically increase by a correction factor of 5% (five percent) of the authorization amount to prevent the occurrence of debt on the card account. This correction factor is caused by the difference between the transaction amount displayed at the ATM, cash register or on the website and the actual amount debited from the card account during currency conversion. The difference in the correction factor is refunded after the actual funds are debited from the Client's card account. (as worded subparagraph No. 28/1 dated 26.06.2018)

**2. Definitions**

- 2.1. **Preauthorization** – Verification of the user's rights to carry out transactions carried out at the service point, the result of which will be the authorization or prohibition of customer transactions (for example, the commission of an act of purchase and sale, receipt of cash, access to resources or services).
- 2.2. **Floor limit** – ceiling of funds available to the holder of a bank Charge Card for performing transactions using bank Payment Cards.
- 2.3. **Charge card holder (Client)** – An individual in whose name the Bank has issued the main or additional Payment Card. The holder of the main Charge Card is the owner of the account on which additional Payment Cards can be issued. The owner of the additional Charge Card is not the owner of the account.
- 2.4. **Main Charge Card** – A Bank Charge Card used by a Charge Card Holder for non-cash payment for goods and services of trade and service enterprises, making money transfers, receiving cash, as well as for carrying out other operations provided for by these Rules. The Card is issued to the Client in accordance with the terms of these Rules
- 2.5. **Additional Charge Card** – A Bank Charge Card issued on the basis of the application of the Holder of the main Charge Card in addition to the main Payment Card. An additional Charge Card may be issued in the name of the Main Charge Card Holder or other individuals (family members of the Charge Card Holder, etc.).
- 2.6. **Application form** – The Client's application for receipt/reissue of a bank Charge Card signed by the Client.

- 2.7. **Card Account** – A bank account opened by the Bank to the Client for cash flow and card bank transactions, in accordance with the Legislation of the Kyrgyz Republic and these Rules.
- 2.8. **Blocking the Charge Card** – adoption by the Bank of measures suspending or terminating the possibility of card transactions (in the latter case, withdrawal of the card in the System is provided upon its presentation (at ATMs when inserting the card)).
- 2.9. **Extract** – The extract on the card account, formed by the Bank at the request of the Charge Card Holder and reflecting the transactions made on the card account for the period of time specified in the request of the Charge Card Holder, taking into account the terms of these Rules.
- 2.10. **Memorable word** – The alphanumeric combination chosen by the Client and indicated in the application for a Charge Card or in other written documents provided by the Client to the Bank, used by the Parties to identify the Client by phone.
- 2.11. **PIN-code** – A 4-digit Personal Identification Number (secret code) used to identify the Charge Card Holder when conducting card transactions in automated mode. The PIN code is known only to the Holder of the Charge Card and is issued once, together with the card.
- 2.12. **PIN-Envelope** – a special sealed envelope issued to the Charge Card Holder containing an insert on which the PIN code is printed.
- 2.13. **POS- terminal** – An electronic terminal designed for making fund transfers using charge cards.
- 2.14. **Transaction register** – the list of card transactions performed by the Client in the System. In the Register of Transactions, the amount of the completed Card transaction (purchase, cash withdrawal, refund) is indicated in the currency of the card account;
- 2.15. **ATM** – An electronic and mechanical device that allows charge card holders to receive cash and use other Bank services using charge cards.
- 2.16. **Bank day** – The Bank's working day, except for Saturdays, Sundays and holidays officially established in the Kyrgyz Republic.
- 2.17. **Validity period of the Charge Card** - The period during which the card can be used to perform operations at service points. The reissue of an expired Charge Card is made upon the Client's personal request to the Bank by submitting an application.
- 2.18. **Payment system** (hereinafter referred to as the **System**) – International Payment System Visa International, MasterCard Incorporated International Payment System, a set of software and hardware, documentation and organizational and technical measures that ensure payments using Visa, MasterCard payment cards in accordance with the internal rules of this system. The international payment system Visa International, the International payment system MasterCard Incorporated establish the rules of operation and carry out clearing settlements on Card transactions between members of the System with the corresponding currency conversion.
- 2.19. **Processing center** – a legal entity that provides information and technological interaction between settlement participants.
- 2.20. **Particulars of the charge card** – a set of signs and numbers located on the front and back of the charge card, as well as recorded on the magnetic stripe and chip of the charge card.
- 2.21. **IAC** – International Arbitration Court
- 2.22. **Overdraft** (overdraft — in excess of the planned, overspending) — lending by the bank to the client's Card Account to pay for goods and services provided to him in case of insufficient or absence of funds on the Card Account of the client-borrower. In this case, the bank debits funds from the client's account in full, that is, automatically provides the client with a loan for an amount exceeding the balance of funds.
- 2.23. **Overdraft facility** – overdraft that occurs for reasons beyond the client's control (for example, exchange rate difference).
- 2.24. **The Bank's terminal network** – a set of Bank devices designed for processing, transmitting data, issuing cash, conducting non-cash transactions, or receiving information on payment cards of the Payment System.

### 3. The procedure for opening an account card, issuing and storing a Charge Card.

- 3.1. To open an Account Card, the Client fills out an Application Form in the prescribed form and submits it to the Bank for consideration.
- 3.2. On the basis of the Application Form, the Bank opens an Card Account in the name of the Client with the placement of an irreducible balance on it (if necessary), according to the Bank's tariffs, and issues a Payment Card in the name of the Payment Card Holder.
- 3.3. The Card is the property of the Bank. The Cardholder is responsible for the use, safe storage of the Payment Card and PIN code in accordance with the terms of these Rules, in accordance with the Regulations on banking transfer system in the Kyrgyz Republic dated 09.09.2005 No. 420/21/4.
- 3.4. The Bank issues the manufactured Charge Card to the Client or his proxy acting on the basis of the power of attorney issued by the Client. Upon receipt of the Charge Card, it is the Customer who signs in the field specially provided for this on the back of the Charge Card.
- 3.5. The transfer of the Charge Card to other persons for use or as collateral is prohibited. A charge card presented by an unauthorized person is subject to withdrawal.
- 3.6. Adverse factors are not allowed to affect the Charge Card: electromagnetic fields (proximity to displays, magnetized or magnet-containing objects, for example, keys, magnetic locks on bags), mechanical damage (scratches, contamination, overheating (for example, sunlight)), etc., which can damage the record on the magnetic strip and chip, and lead to the impossibility of performing operations in automated mode. It is not recommended to make excessive efforts when handling a Charge Card.
- 3.7. Card transactions performed in the Automated Authorization mode and confirmed by a set of PIN-code are considered by the Bank to have been performed by the Charge Card Holder.
- 3.8. After the Charge Card is issued, a special sealed envelope is issued to the Holder, where the PIN code is printed. It is recommended to open the envelope immediately upon receipt, remember the PIN code and destroy the envelope. The PIN code is unknown to the Bank's employees, and must be kept secret by the Charge Card Holder during the entire operation of the Charge Card.  
Certain rules should be followed to ensure the secrecy of the PIN code:
  - if the PIN code is recorded somewhere by the Charge Card Holder, then the Charge Card and the record should be stored separately;
  - do not allow anyone to spy on the combination of digits of the PIN code typed on the keyboard of an electronic device.
  - do not write the PIN code on the Card itself. Claims are not considered for Payment Cards with a PIN code applied to them.

**The Bank is not responsible for transactions made as a result of disclosure by the Client/ By the Charge Card Holder of the card number and/or PIN code.**

- 3.9. When entering the PIN code, the digits on the displays of electronic devices are not specially highlighted, but are replaced by a conditional sign. It is important not to make mistakes when typing. If an incorrect PIN code was typed three times in a row (with any time interval, when using one or different electronic devices), then, in case of a fourth error in a row, the Bank blocks the Card, and it will be detained at an ATM, it can be withdrawn at a Service Company or a cash withdrawal point until the circumstances are clarified

#### **4. Using A Charge Card.**

- 4.1. The Bank ensures the maintenance of the Charge Card, the smooth functioning of systems and electronic devices over which it has direct control, and takes all possible measures to restore the service in case of its suspension for reasons beyond the Bank's control.
- 4.2. All Trade and Service enterprises (TSE) and cash points (CP) that service Charge Cards are equipped with signs with the logos of the International Payment System Visa International, MasterCard Incorporated International Payment System to inform Charge Cardholders about the possibility of Card service. To carry out Card transactions, the Charge Card Holder presents the Card to the cashier of the TSE or CP or performs actions with the ATM in self-service mode.
- 4.3. The Cashier, having accepted the Card, makes a request to the Authorization Center to authorize the Card Transaction. The cashier performs Authorization using an electronic terminal. The Cashier places the Card in the terminal reader, types the transaction amount on the keyboard and offers the Charge Card Holder to confirm the operation by dialing the PIN code on a special keyboard. The request is sent to the Bank via communication channels. When you enter the correct PIN code and there is sufficient money on the account of the Charge Card Holder, a check in two copies is printed confirming the transaction. The Cashier hands the Charge Card Holder one copy of the receipt. The Charge Card holder verifies the correctness of the data specified in the receipt. Depending on the technology adopted, the printed receipt can be certified by the signatures of the Charge Card Holder and the Cashier. The Cashier has the right to demand from the Client a document proving his identity. In the absence of a document, the Cashier has the right to refuse the Charge Card Holder to conduct a card transaction.
- 4.4. With the help of an ATM, cash is received by the Charge Card Holder in self-service mode. After the Card Transaction is completed and the banknotes are received from the ATM, the receipt is printed. In view of the confidentiality of information related to the Charge Card Holder, it is recommended to take the printed receipt with you and never leave it near the ATM.
- 4.5. When working with an ATM, it should be remembered that if the returned card or issued banknotes are not withdrawn from the issuing device by the Charge Card Holder within 20-40 seconds, the protection system will work and in order to preserve the money of the Charge Card Holder, the card or banknotes will be pulled inside the ATM and detained in a special compartment. In such cases, the card is returned to its Holder by the local bank participating in the System (hereinafter referred to as the local bank) servicing this ATM only after finding out the reasons for the card's detention and consulting with the Bank, and the recovery of the transaction amount (or its non-withdrawn part) debited from the card account of the Charge Card Holder upon authorization may it can be made only after the ATM has been re-cashed and the amount of cash not withdrawn by the Charge Card Holder has been clarified. The Charge Card Holder can contact the Bank for support in negotiations with the local bank servicing this ATM.
- 4.6. If the Card and/or banknotes are detained in the Bank's devices, the Card and/or banknotes will be returned to the Customer after an investigation by the Bank's divisions, but no later than 10 banking days after the Charge Card Holder submits an application for the return of the Card and/or banknotes.

#### **5. Payment via the Internet using a Charge Card**

- 5.1. The Bank has the right to unilaterally regulate the conditions for providing Charge cardholders with access to Internet payments, including opening or closing access to Internet payments by default for all Bank cardholders.
- 5.2. When making payments on the Internet, the Client independently evaluates the reliability of the seller's company (working life, reputation, postal address, etc.), for which he specifies the details of his Charge Card.
- 5.3. If the Charge Card Holder wishes to make payment for the purchased goods/services via the Internet using the Card data, the Charge Card Holder hereby confirms his full and unconditional consent that:
- The Card Account will be debited for the amount of the transaction and the amount of fees applicable for this type of transaction by the Bank and/or the seller of the goods/services and/or the Payment System and/or the Seller's bank for transactions made by the Holder of the Charge Card via the Internet using Card data (Card number, expiration date, CVV2, etc.) and/or data of the Charge Card Holder.
  - The Charge Card Holder is fully responsible for all transactions that can be performed over the Internet using Charge Card data and/or Charge Card Holder data, even if the transactions were not performed by the Charge Card Holder himself, but by any third party to whom such data became known in connection with their use by the Charge Card Holder when payments via the Internet, in case of improper storage of the Card, when third parties had access to the Card, in any other cases, the result of which was that third parties had data about the Card and/or about the Charge Card Holder, allowing payments to be made over the Internet without the consent of the Charge Card Holder.
- 5.4. The Charge Card Holder hereby confirms that he assumes all risks associated with:
- Possible access by third parties to the Card data and/or the data of the Charge Card Holder, which the latter used when making payments via the Internet using the Card.
  - Making any payments via the Internet by a third party who has become aware of the Card data and/or the data of the Charge Card Holder.
- 5.5. The Charge Card Holder assumes all possible losses, losses, damages, etc., arising as a result of payments made by a third party via the Internet using Card data and/or Charge Card Holder data, and hereby guarantees that it will not file claims to the Bank or any lawsuits against it in such cases, since the Bank has previously and fully informed the Charge Card Holder about the possible risks associated with making payments via the Internet using the Card and/or the data of the Charge Card Holder. The Charge Card Holder hereby acknowledges and confirms that he has been notified of the provision of the technical capability to make payments via the Internet using the Card data and/or the data of the Charge Card Holder, as well as that he releases the Bank from any liability, and the Bank, accordingly, does not bear any responsibility to him for any consequences that may arise for the Charge Card Holder when making payments via the Internet using the Card both by the Charge Card Holder himself or by any third party, authorized or not authorized by the Charge Card Holder.

- 5.6. Before buying, carefully read the terms of return, refund and delivery of the goods / services, the link to which is usually located on the main page of the website.
- 5.7. Carefully read the possible risks that are presented on the website page.
- 5.8. Transfer your Card information only to pay for the purchase. Never send Card data to third parties by e-mail.
- 5.9. The Bank is not responsible for the loss of confidential information by the Client when using unverified Internet resources.
- 5.10. The Bank is not responsible for transactions made on fraudulent websites.
- 5.11. In case of using the card on a trip abroad, we recommend reissuing the card with a new number and a new PIN code upon return to exclude possible unauthorized use of the card data.
- 5.12. The Client is fully responsible for all Internet transactions carried out both on the main card and on additional cards issued under the Card Account in the name of the client.

## **6. Блокирование Платежной Карты**

- 6.1. In case of loss or theft of a Charge Card, it is necessary to immediately contact the Support Center for Charge Card Holders of "RSK BANK" JSC with an oral or written request to Block the Card. The request specifies the surname, first name and patronymic of the Charge Card Holder and, if possible, additional information: Date of birth, Card number and expiration date, as well as the reason for blocking. Phone number and address of the Support Center for Charge Card Holders of "RSK BANK" JSC: Bishkek, bul. Young Guard, 38a tel. +996(312) 65-03-85.
- 6.2. The oral request to block the card must be confirmed by specifying the Code Word, as well as by a written statement of the Charge Card Holder submitted to the relevant branch of the Bank within 2 banking days from the date of the oral notification. If the Charge Card Holder is abroad or there is another reason why it is impossible to appear at the Bank within the specified period, the Charge Card Holder, upon returning from a foreign trip or at the first opportunity, provides the Bank with a written statement confirming the blocking requirement.
- 6.3. Telephone calls to the Bank are recorded on a magnetic medium for the analysis of any possible disputable situations.
- 6.4. When the Bank establishes the fact of blocking the card with the indication of the Code word, claims for the consequences of blocking by the Bank are not accepted.
- 6.5. After the Card is blocked, on the basis of an additional written application of the Charge Card Holder, the Bank issues a new Card to the account of the Charge Card Holder, with a new number and PIN code.
- 6.6. If a Card previously declared lost is found, the Charge Card Holder must immediately inform the Bank about it, and then return the Card to the Bank. In case of non-return of the found Card, the Charge Card Holder assumes all risks associated with the non-return of the Card and reimburses the Bank for any expenses that the Bank may incur in connection with the non-return of the Card.
- 6.7. The Bank has the right to determine the liability of the Charge Card Holder in case of negligence in storing the card or non-compliance with the secrecy of the PIN code even after the Card Holder has blocked the card, as well as in case of intentional illegal actions by the Charge Card Holder.
- 6.8. The Bank has the right to send the details of the blocked card through the network of Card Service Points in order to prevent unauthorized use of it.

## **7. Charge Card Detention**

- 7.1. The Charge Card is detained at the Service Company or cash withdrawal point in the following cases:
  - The Card Is Blocked,
  - The Bearer of the Card is not its Holder,
  - The Charge Card Holder forgot the card at the place of the Card Transaction after it was carried out.
- 7.2. The Card is detained by an ATM, a cashier of a Service Company or a cash withdrawal point, an employee of the Bank. When a Card is detained (except in cases of its detention by an ATM), a corresponding act is drawn up.
- 7.3. The reason for the detention of the Card is clarified by the Bank no later than the next banking day following the day of the Charge Card Holder's application to the Bank or the local member bank of the International Payment System Visa International, MasterCard Incorporated International Payment System, orally (by phone) or in writing.
- 7.4. The delayed Card is returned by the Bank directly to the Charge Card Holder after the relevant decision is made by the local bank or the Bank in case of delivery of the delayed Card to the Bank, upon written application of the Charge Card Holder.

## **8. Receipt of Charge Card extracts.**

- 8.1. The Charge Card Holder can receive statements:
  - directly from the Bank's operator;
  - getting a mini-statement through an ATM. Information on the last 10 operations is indicated.

## **9. Card validity period, termination of card use, card replacement**

- 9.1. The expiration date (month and year) is indicated on the Card. The card is valid until the end of the last day of the month indicated on it. All expired Cards are blocked and must be deposited to the Bank.
- 9.2. In case of refusal to use the Card, the Holder is obliged to apply to the Bank with a corresponding written application and hand over the Card.
- 9.3. The Card is replaced in cases when its validity expires, the Card is damaged, the PIN code is declassified, etc. The replaced Card is subject to delivery to the Bank.
- 9.4. If the Card expires and the Charge Card Holder wishes to continue using the Payment bank card, the Charge Card Holder must submit an application for reissue of the card no later than 10 (ten) banking days before the expiration of the card, in connection with the expiration of its validity.

## 10. Rights and obligations of the Bank

### 10.1. The Bank has the right to:

- 10.1.1. Unilaterally change the interest rate scheme and interest rates on the card account and the cost of the services provided by the Bank by posting the relevant changes and additions, at least 10 banking days before the entry into force of such changes and additions, on the information stands of the Bank and/ or on the corporate website of the Bank at: [www.rsk.kg](http://www.rsk.kg).
- 10.1.2. The Bank issues, and the Holder of the Charge Card accepts for use, a Card that is used for conducting card transactions in all devices where the company logos of the System are present.
- 10.1.3. Amend and supplement these Rules by notifying the Client in advance by posting relevant information on the Bank's stands, on the Bank's corporate website at: [www.rsk.kg](http://www.rsk.kg) at least 10 banking days before the new conditions come into effect.
- 10.1.4. Suspend operations on the Client's Card Account without sending a prior notice or unilaterally terminate the Contract with one calendar months' notice to the Client and close the card account if the Client fails to provide the information provided for in clause 11.217 of these Rules within the requested period, the Charge Card Holder violates the terms of these Rules, or in other cases stipulated by the Legislation of the Kyrgyz Republic.
- 10.1.5. Not to accept for consideration the Client's claim for refusal of the performed operation in case of establishing the fact of entering the correct PIN code when performing a card transaction.
- 10.1.6. Not to accept a claim for a card transaction after 30 (thirty) calendar days from the date of its commission.
- 10.1.7. Destroy the Card unclaimed by the Customer within 3 (three) months after its issuance by the Bank.
- 10.1.8. Debit the Card Account of the Charge Card Holder without acceptance:
  - the amount of the Card Transaction specified in the Transaction Register;
  - the amount of the commission due to the Bank in accordance with the Bank's Tariffs in force at the time of the Charge Card Holder's transactions;
  - amounts owed by the Charge Card Holder to the Bank (including penalties);
  - the amount of funds mistakenly credited by the Bank to the Card account of the Charge Card Holder;
  - the amount of funds for completed transactions through the Main/An additional card issued on the Card Account of the Charge Card Holder;
  - cash when collecting funds on the basis of documents in accordance with the current legislation of the Kyrgyz Republic;
  - cash, in order to restore the amount of the irreducible balance;
- 10.1.9. In a non-acceptance procedure, in case of insufficient funds on the Card account of the Charge Card Holder, to debit funds from the bank accounts of the Charge Card Holder opened in "RSK Bank" JSC if they are not paid within 5 (five) Banking days from the date of notification by the Bank of the Charge Card Holder about the formation of Debt.
  - amounts owed by the Charge Card Holder to the Bank (including penalties);
  - the amount of funds for completed transactions through the Main/An additional card issued on the Card Account of the Charge Card Holder;
  - cash, in order to restore the amount of the irreducible balance;
- 10.1.10. In a non-acceptance procedure, in the absence of sufficient funds on the Account Card, including the amount of the Overdraft allowed, interest on it and remuneration according to the Tariffs, write off funds from the irreducible balance of the Charge Card Holder to pay for expenses and payments arising from these Rules.
- 10.1.11. Block the Card with subsequent cancellation and require the Charge Card Holder to return the Card within 5 (five) Bank days in the following cases:
  - repeated occurrence of Technical Overdraft cases. At the same time, the number, frequency and amounts of technical overdrafts entailing the blocking of the card are determined by the Bank independently in each specific case;
  - non-replenishment by the Charge Card Holder of the amount of the used non-deductible balance;
  - non-fulfillment by the Charge Card Holder of obligations under the Agreement and these Rules;
  - receipt by one of the Parties of a notice of termination of the Contract;
  - seizure, suspension Account of Card operations or other encumbrance of the Card Account in accordance with the legislation of the Kyrgyz Republic.
  - upon receipt of an oral notification or Application from the Charge Card Holder to block the Card due to loss, theft and/or unauthorized use of the Card;
- 10.1.12. In case of late payment by the Charge Card Holder of the Bank's commission, failure to replenish the amount of the irreducible balance in accordance with the terms of these Rules, reimbursement of the amount of card transactions, as well as non-repayment of other debts to the Bank, to charge penalties in the amount of the Overdraft interest rate established by the Bank's Tariffs during the entire period of non-payment. The amount of the penalty fee is debited by the Bank from the Client's Card Account in a non-acceptance manner without prior notification to the Client at the subsequent first receipt of money to the Card Account or other accounts of the Client, in accordance with the procedure provided for in clause 10.1.9 of these Rules.
- 10.1.13. Unilaterally terminate the Contract, cancel the Card in case the Charge Card Holder fails to appear at the Bank to receive the Card within more than 3 (three) calendar months from the date of submitting the Application Form for opening an Account Card.
- 10.1.14. Cancel Additional Cards issued under the Card Account in case of cancellation of the Main Card.
- 10.1.15. Suspend the service of the Charge Card Holder in the following cases:
  - occurrence of technical malfunctions when working with the System - until they are eliminated;
  - software change and maintenance work;
- 10.1.16. In case of insolvency of the Charge Card Holder, file a claim to the court (IAC Bishkek) for reimbursement of Arrears on the Cards of the Charge Card Holder in accordance with the current legislation of the Kyrgyz Republic.

10.1.17. Depending on the banking product, to accrue interest on the balance of funds in accordance with the duration of the funds on the Card account according to the interest scheme and the interest rates in effect at that time.

**10.2. The Bank is obliged to**

- 10.2.1. To carry out operations on the Card Account, in accordance with the terms of these Rules and the current legislation of the Kyrgyz Republic
- 10.2.2. To transfer funds to the Card Account no later than the banking day following the day of receipt by the Bank of duly executed confirming payment documents on their crediting, in accordance with the current legislation of the Kyrgyz Republic.
- 10.2.3. To provide, if there is a corresponding Application of the Cardholder for the Card Account, to the Cardholder or his authorized person acting on the basis of a duly executed power of attorney issued by the Cardholder, a paper statement of the Card Account, which reflects all Card Transactions performed on the Card Account for the requested period.
- 10.2.4. Within one banking day, upon receipt of an Application for blocking/unblocking the Card from the Charge Card Holder, block the Card/Unblocking the Card.
- 10.2.5. Notify the Charge Card Holder in writing about the formation of a Technical Overdraft no later than 10 (ten) banking days from the date of the formation of such an Overdraft, in order to repay the Debt of the Charge Card Holder to the Bank.
- 10.2.6. On the basis of the Client's application, close the Card Account and the remaining amount of funds after deducting the corresponding commissions / debts to the Bank, transfer them according to the details specified in the Application, or issue them in cash, after completing all settlements within the time specified in these Rules.
- 10.2.7. In case of absence of debts to the Bank, return the amount of the non-deductible balance to the Charge Card Holder after 30 (thirty) calendar days from the date of cancellation of the Card in accordance with clause 10.2.7 of these Rules.

**11. Rights and Obligations of the Charge Card Holder**

**11.1. The Cardholder has the right to:**

- 11.1.1. Use the card in accordance with the terms of these Rules.
- 11.1.2. Perform card transactions within the balance of the amount of funds of the Charge Card Holder on the Card Account that do not contradict the current legislation of the Kyrgyz Republic, the Bank's regulatory documents and these Rules.
- 11.1.3. Replenish the card account with cash, as well as by transferring wages, pensions, social benefits, alimony, royalties, funds from another account of an individual and other receipts and payments.
- 11.1.4. To dispose of funds, within the Authorization Limit, by means of a card using a personal PIN-code - an analogue of a handwritten signature confirming that the order was given by an authorized person.
- 11.1.5. On the basis of the Application, issue and/or cancel Additional Cards on the Card Account in accordance with the terms of these Rules.
- 11.1.6. Apply to the Bank with an application for Blocking or Unblocking the Card in accordance with the procedure provided for by these Terms and Conditions of the Agreement.
- 11.1.7. To send a claim to the Bank on the completed Card Transaction, if there are objections from the Charge Card Holder, within 30 (thirty) calendar days from the date of the Card Transaction. Otherwise, the completed Card Transaction is considered confirmed, and subsequent claims by the Bank from the Charge Card Holder are not accepted.
- 11.1.8. For the recovery of funds in case of filing an application in accordance with the terms specified in paragraph 10.1.7. of these Rules and when providing additional information requested by the Bank within 5 banking days. In case of non-provision/incomplete provision/untimely provision of the information requested by the Bank on a separate claim, consideration of the claim by the Bank is terminated. At the same time, the recovery of funds to the Card account of the Charge Card Holder is carried out in case of a positive decision of the claim situation in favor of the Bank.
- 11.1.9. Apply for reissue of the bank Main Charge card/Additional Card due to its loss, theft and/or unauthorized use, damage, loss of the PIN code, demagnetization of the magnetic stripe or changes in the card details.
- 11.1.10. Use the services provided by the System in accordance with the terms of these Rules.
- 11.1.11. Delegate authority to the holder of an Additional Card to Block/unblock an Additional Card issued to this Holder of an Additional Card, in accordance with the terms of these Rules.
- 11.1.12. Terminate the Agreement by notifying the Bank in writing 30 (thirty) calendar days prior to the expected date of termination of the Agreement by submitting an application for closing the Card Account.

**11.2. The Cardholder is obliged to:**

- 11.2.1. To open a Card account and issue a card, provide the Bank with all the necessary documents provided for by the legislation of the Kyrgyz Republic and internal documents of the Bank.
- 11.2.2. Comply with the terms of the Agreement and these Rules, including ensuring compliance with the relevant terms of the Agreement and these Rules by the Holder of the Additional Card.
- 11.2.3. To repay the Debt incurred within the terms stipulated by these Rules.
- 11.2.4. Pay for the Bank's services in accordance with the terms of these Rules and according to the Bank's Tariffs. When performing card transactions, take into account the amount of the Bank's commissions for the transactions carried out.
- 11.2.5. In case of reduction of the non-deductible balance (when writing off the amount for payment of Card transactions, Bank commissions, and covering Debts to the Bank, etc.), transfer funds to the Card Account no later than 5 (five) banking days from the date of receipt of the notification from the Bank in order to restore the amount of the non-deductible balance.
- 11.2.6. Pay penalties accrued in case of late payment of the Bank's commission by the Charge Card Holder, failure to replenish the amount of the non-deductible balance in accordance with the terms of these Rules, non-reimbursement of the amount of card transactions, as well as non-repayment of other debts to the Bank, both on the Main Card and on all Additional Cards linked to the Card Account. Penalties are accrued in the amount of the Overdraft interest rate set by the Bank's Tariffs during the entire period of non-payment.

- 11.2.7. Fully bear all costs (expenses) for Card transactions performed using the Card, certified by a set of PIN code or signature of the Charge Card Holder or the Holder of an Additional Card.
- 11.2.8. Be absolutely responsible to the Bank for the use of all Cards issued on the Card Account in accordance with the terms of the Agreement and these Rules.
- 11.2.9. Use the card account for storing and accumulating funds, as well as cash flows and transactions on the card.
- 11.2.10. In case of loss, theft or unauthorized use of the Card, immediately contact the Bank with an oral or written request to block the Card in accordance with the procedure provided for by these Rules and the Agreement.
- 11.2.11. Reimburse the Bank for the costs of Blocking the Card with placing in the Stop List no later than 5 (five) Bank days from the date of Blocking the Card, according to the current Tariffs of the Bank.
- 11.2.12. In case of termination of the Agreement, transfer to the Bank the Card/s issued in accordance with the terms of the Agreement and these Rules on the Card Account no later than 5 (five) Banking days from the date of receipt by one of the parties of a written notice of termination of the Contract.
- 11.2.13. Terminate Card Transactions on the Card/s upon receipt of a corresponding written notification from the Bank and within 5 (five) Banking days from the date of receipt of the notification, return the corresponding Card/s issued on the Card Account in accordance with the terms of these Rules
- 11.2.14. Prevent Technical Overdraft and regularly monitor the status of the Card Account.
- 11.2.15. Do not transfer the Card to third parties. The use of the Card by third parties is not allowed. Violation of this condition leads to withdrawal of the Card by the Bank, termination of the Contract unilaterally and compensation by the Charge Card Holder to the Bank for all losses (expenses) caused.
- 11.2.16. 10 (ten) Banking days before the expiration of the Card, apply to the Bank with an application for reissue of the Card for a new period. If the Charge Card Holder has not submitted an Application for reissue of the Card, the card is automatically canceled, and a new Card is issued in the future at the Request of the client.
- 11.2.17. Within 30 (thirty) calendar days, pay for all Card Transactions performed using the Card in accordance with the Register of Transactions in the following cases:
  - in case of receipt of a written notification by the Charge Card Holder about the cancellation of the Card on the initiative of the Bank from the date of receipt of this notification;
  - in case the Card is blocked by the Bank on the basis of the corresponding application of the Charge Card Holder without being placed on the Stop List from the date of Blocking.
- 11.2.18. To provide, at the request of the Bank, in accordance with the Legislation of the Kyrgyz Republic and the internal procedures of the Bank, within 5 (five) days, any requested information, as well as documents related to the Client's activities and banking operations carried out by him.
- 11.2.19. Reimburse in full the expenses and legal costs incurred by the Bank due to the fault of the Charge Card Holder, or related to the blocking and/or withdrawal of a lost/stolen Card.
- 11.2.20. Notify the Bank in writing about the change of their details (residential address, telephone number, e-mail address, fax number) no later than 5 days from the date of their change.

## **12. Overdraft facility**

- 12.1. Upon the formation of an Overdraft facility, the Charge Card Holder is obliged to pay the Bank the full amount of the Overdraft facility, taking into account the Bank's commission provided for by the Bank's tariffs, within the terms specified in these Rules;
- 12.2. Funds received to the Card Account are sent by the Bank to repay the total amount of debt on the current date according to the following order:
  - Overdraft facility Fee;
  - Overdraft facility;
  - for making a payment, if the Charge Card Holder or the Holder of an Additional Card has transferred the Card and declassified the PIN code to a third party;
  - for Card transactions performed, including those performed by third parties using the Card, its analogue or Card details.
- 12.3. In case of non-repayment of the Overdraft facility within 5 (five) Banking days from the moment the Bank notifies the Charge Card Holder of the occurrence of an Overdraft facility, the debt is repaid at the expense of the irreducible balance. If there is a shortage of funds on the non-reduced balance to repay the Overdraft facility, the remaining amount of debt will be written off in accordance with clause 10.1.9 of these Rules.

## **13. Liability of the parties**

- 13.1. The Bank is liable for Card Account transactions made by mistake due to the Bank's fault. The Bank's liability in this case is limited to the cancellation of an operation made by mistake.
- 13.2. The Bank is responsible for maintaining secrecy on the transactions of the Charge Card Holder.
- 13.3. The Bank is not responsible for:
  - denial of Card service by a third party;
  - quality of goods and services purchased using the Card;
  - limits, restrictions and additional rewards (interests) on the Card set by a third party that may affect the interests of the Charge Card Holder;
  - consequences of late application of the Charge Card Holder/An additional Card to the Bank with a request to Block/put on the Stop list of the lost/stolen Card;
  - situations related to failures in the operation of systems providing reception, processing and transmission of data on transactions made using the Card for reasons beyond the Bank's control;

- settlement of disputes and disagreements between the Charge Card Holder and the Additional Card Holder;
  - for damage caused as a result of violations of the terms of these Rules by the Charge Card Holder, as well as the rules and obligations arising from them;
  - confidentiality of information sent to the Charge Card Holder via open communication channels, including SMS, e-mail, fax, etc., if the Cardholder initiated a request through the specified communication channels or gave instructions to send this information through the specified communication channels;
  - impossibility of making transactions on the card account in case of seizure of money, or suspension of operations on the card account on the basis of relevant documents of authorized bodies and officials presented in accordance with the current legislation of the Kyrgyz Republic;
- 13.4. The Cardholder is responsible for:
- late application to the Bank with a request to block a lost/stolen Card;
  - non-return to the Bank of funds mistakenly credited to the Card account in accordance with the current legislation of the Kyrgyz Republic and these Rules;
  - for the transfer of the card or unauthorized access to it by unauthorized persons, as well as for the disclosure of information (PIN code, code word, etc.) necessary for the disposal of the card account and transactions on the card;
  - for card account transactions performed by the Charge Card Holder;
  - damage caused to the Bank as a result of non-compliance with the terms of the Agreement and the requirements of these Rules - in full the damage caused to the Bank;
  - for the completeness and reliability of the information provided to the Bank in accordance with these Rules. The Client undertakes to inform the Bank immediately of any changes to the information contained in the Agreement. In case of providing incorrect or incomplete information, as well as in case of untimely provision of information, the Client reimburses the Bank in full for the damage that has arisen in this regard;
  - expenses and legal costs incurred by the Bank due to the fault of the Charge Card Holder - in full amount of the damage caused to the Bank;
- 13.5. The Parties are released from liability for partial or complete non-fulfillment of obligations if it was the result of force majeure circumstances: fire, flood, earthquake, equipment failure, software failure, power supply and data transmission systems and other circumstances beyond the control of the Parties, as well as in cases of acceptance by the National Bank of the Kyrgyz Republic, authorized bodies of the Kyrgyz Republic decisions, resolutions, orders, definitions, etc. in relation to the Parties/or one of the Parties, in connection with which it will be impossible to fulfill the obligations under these Rules in a timely manner properly and on time, provided that the Party thus prevented from fulfilling the obligations of these Rules has made reasonable efforts to mitigate the impact of these circumstances, and will continue to make every effort in order to fulfill the conditions of these Rules as fully as possible.
- 13.6. In the event of the occurrence of force majeure circumstances specified in clause 13.5. of these Rules, the Party in respect of which such circumstances have occurred, notifies the other party within 10 (ten) calendar days from the date of occurrence of the circumstances with the attachment of supporting documents issued by the relevant competent authorities.

#### **14. Additional condition**

- 14.1. In case of changes in the current legislation of the Kyrgyz Republic, the terms of these Rules apply to the extent that they do not contradict the current legislation of the Kyrgyz Republic, in the part that contradicts the current legislation of the Kyrgyz Republic, the terms of these Rules cease to apply and the norms of the current legislation of the Kyrgyz Republic apply.
- 14.2. In case of amendments to the rules of the System, the parties agreed to apply the norms of the Rules of the System, taking into account the changes made in the part that does not contradict the legislation of the Kyrgyz Republic in the execution of these Rules.
- 14.3. The Parties recognize transactions made using the card, PIN code or other means of access to the account as transactions carried out by the Charge Card Holder.
- 14.4. The Cardholder agrees to record telephone conversations between the Bank and the Charge Card Holder and/or the Additional Card Holder when the Charge Card Holder and/or the Additional Card Holder verbally contact the Bank with a request to block the Card. A sound recording of a telephone conversation between the Bank and the Holder of the Charge Card and/or the Holder of the Additional Card is a confirmation of the oral appeal of the Holder of the Charge Card and/or the Holder of the Additional Card to the Bank with a request to block the Card.

#### **15. Adjustment of disputes**

- 15.1. The holder of the Charge Card is recommended to keep receipts to account for spending money through card transactions and settlement of possible disputes.
- 15.2. The Charge Card Holder has the right to demand from the Bank copies of documents confirming the correctness of the withdrawal of money for card transactions.
- 15.3. In all disputes, the Charge Card Holder submits a written request to the Bank, which, if the claim is accepted, acts before the International Payment System Visa International, MasterCard Incorporated International Payment System on behalf of the Charge Card Holder.
- 15.4. The rules of the International Payment System Visa International, the International payment system MasterCard Incorporated, set a limitation period for the consideration of a disputed Card transaction - 30 days from the date of its commission. If the claim is justified, the Bank restores the amount of the Card Transaction to the account of the Charge Card Holder.

#### **16. Pre-action protocols**

16.1. In case of withdrawal of the card by the ATM of the Bank

The Client must apply to any branch / savings bank of the Bank with an application with mandatory indication of full name, identity document data, contact details, ATM location, date and time of withdrawal of the card. The application is certified by the presentation of documents identifying the identity of the Client, as well as signed with his own hand. The term of consideration of the application is not more than 7 (Seven) working days.

16.2. In case of withdrawal of the card by an ATM of another Bank

The Client must apply to any branch / savings bank of the Bank with an application with mandatory indication of full name, identity document data, contact details, Bank name, ATM location, date and time of withdrawal of the card, a detailed description of the situation. The application is certified by the presentation of documents identifying the identity of the Client, as well as signed with his own hand. Based on the Client's application, the Bank applies to the Acquiring Bank that withdrew the Client's card to receive the card by an authorized employee of the Bank. The execution period is determined by the Acquiring Bank.

16.3. In case of non-withdrawal of funds at the ATM of the Bank

The Client must apply to any branch / savings bank of the Bank with an application with mandatory indication of full name, identity document data, contact details, ATM location, date and time of withdrawal of the card. The application is certified by the presentation of documents identifying the identity of the Client, as well as signed with his own hand. If available, a receipt issued by the Bank's ATM is attached to the application, with a message about the non-completion of the cash withdrawal operation. The term of consideration of the application is not more than 7 (Seven) working days.

16.4. In case of non-withdrawal of funds at an ATM of another Bank

The Client applies to any branch / savings bank of the Bank with an application with mandatory indication of full name, identity document data, contact details, Bank name, ATM location, date and time of withdrawal of the card, a detailed description of the situation. The application is certified by the presentation of documents identifying the identity of the Client, as well as signed with his own hand. If there is a receipt attached to the application, issued by the ATM of the Acquiring Bank that did not issue the funds, with a message about the non-completion of the cash withdrawal operation. Based on the Client's application, the Bank applies to the Acquiring Bank with a letter about considering the possibility of returning the non-issued funds. The execution period is determined by the Acquiring Bank.

**These Rules are an integral part of the Card Account Agreement of an individual with the issuance of a charge card and are mandatory for the Holder of the Charge Card.**