

## AGREEMENT ON ISSUE OF DEBIT CARD AND PROVISION OF ELECTRONIC BANKING SERVICES

The subject of this Agreement on issue of debit card and provision of Electronic Banking Services (hereinafter referred to as the "Agreement") is the regulation of the relations between the Parties in connection with the issue of the Card in order and under the terms set forth herein as well as the provision of Electronic Banking Services by the Bank.

### 1. TERMS OF THE AGREEMENT

1.1. Terms and definitions:

**Account number** - the individual identification code assigned by the Bank to the Customer in connection with the opening of the Account;

**Account** - current account with related Card opened by the Bank to the Customer in the currency agreed between the Customer and the Bank in accordance herewith;

**Account Statement** - a statement issued periodically by the Bank containing information on the balance of funds and operations under the Account;

**Bank** – “Al Hilal” Islamic Bank" JSC with all its branches;

**Activation** - the procedure of entering personal data for primary registration in the Financial Portal of the Bank by the Customer;

**AML Law** - Law of the Republic of Kazakhstan on anti-money laundering of income obtained through criminal means, and the financing of terrorism;

**Application** – hard or soft copy of document confirmed by the sms-code provided by the Customer for issue of the Card and for connection to the Financial Portal in the form established by the Bank;

**ATM** - electronic-mechanical device that allows the Cardholder to receive cash and use other services of the Bank by means of the Card;

**Authorization** - the Bank's permission to make a payment using the Card;

**Authorization code** - a unique combination of alphanumeric characters, denoting the number assigned by the Bank or the appropriate payment system that has made the Authorization;

**Authentication** - confirmation of the authenticity and correctness of the electronic document in accordance with the requirements of the Bank's security procedure;

**Bank account agreement**- an agreement as per which Bank opens current account for the Customer;

**Board** - Islamic Finance Principles Board of the Bank;

**Biometric identification** - a procedure for identifying the Customer's identity with the unambiguous confirmation of the rights to receive Electronic banking services on the basis of physiological and biological characteristics of the Customer;

**Blocking the Card** - full or partial prohibition on making payments and (or) money transfers using the payment card;

**Card** - a payment card, including additional cards issued under the Agreement, which allows to the holder to make payments, withdrawal of money and (or) transfer of money within the amount of money on the Customer's account (including through the Financial Portal);

**Card transactions** - operations carried out using the Card or its details (number, validity of the Card) (including through the Financial Portal) including but not limited to non-cash payment for goods and services, money transfers, receiving cash, exchanging operations with foreign Currency, crediting money to the Account, receipt of information on the status of the Account and other transactions in accordance with the laws of the Republic of Kazakhstan, Rules, Regulations of the international payment system, international banking practices, good business practices;

**Cardholder** - the Customer or another individual who uses the Card in accordance herewith;

**Cashback** - a loyalty program for the Bank's Customers, which includes crediting to the Account of the amount of money in the form of a percentage of the total amount of Card transactions for payment of goods

/ services;

**Contactless card** - a payment card that allows Cardholder to make payments in a non-contact way using wireless technology that does not require physical contact of the payment card and electronic terminals or other devices at the time of the transaction;

**Contact Center**- information and consultation service of the Bank supporting the Bank's customers;

**Communication channels** - forms of communication between the Customer and the Bank, such as SMS notifications or telephone communication or e-mail or mobile application or the Bank's branches or the Bank's Internet resource and other forms, depending on the technical capabilities of the Bank;

**Customer** – an individual, the owner of the Account opened in the Bank in accordance with this Agreement;

**CVC2** - Card Validation Code 2 - three-digit verification code of the Mastercard payment system. It is indicated on the reverse side of the Card and used as a security element when conducting a transaction without the presence of the Card itself (purchases on the Internet);

**Dynamic identification** – a procedure for identifying the Customer's identity with the purpose of unambiguous confirmation of the rights to receive Electronic Banking Services by using One-Time code;

**Electronic Banking Services** - in the context of this Agreement mean the services specified in Section 1.3 hereof provided by the Bank to the Customer through the Financial Portal;

**Electronic document** - a document with the information presented in electronic digital form and certified by identification means compiled by the sender without any distortions and (or) changes made after drawing up, in the order provided by the Rules;

**Electronic payment services** - Electronic Banking Services related to the payments and (or) money transfers, exchange transactions using a bank account and other types of banking operations not related to information banking services provided through remote access systems.

**Entrepreneur** - a legal entity or an individual registered as an economic entity, accepting the Card for payment of the goods, works or services provided;

**Fee** - the amount charged by the Bank for issuing, maintaining, processing transaction for the Card and also providing banking services in accordance with the Bank's Tariffs;

**Financial Portal** - a software package used by the Bank and the Customer intended for providing the Customer with Electronic Banking Services through computer networks, Internet, telephone and / or mobile communications, including mobile banking;

**International payment system** - MasterCard Worldwide international system of payment cards;

**Identification number of the Card** - a combination of the numbers on the payment card used by the Bank for the purpose of identifying this card;

**Internet resource** (Web site) - [www.alhilalbank.kz](http://www.alhilalbank.kz) the official information resource of the Bank, displayed in text, graphic, audiovisual or other form, placed on the hardware and software complex, having a unique network address and (or) domain name and functioning in the Internet.

**Fraudulent countries** - list of countries with an increased risk of fraud, posted on the Internet resource (website) of the Bank;

**JSC Halyk Bank of Kazakhstan** - the Bank's partner;

**ML&FT** - Legalization (laundering) of money obtained through criminal means and the financing of terrorism;

**Notifications** - written and / or verbal notifications of the Parties sent by the ways provided by this Agreement, the laws of the Republic of Kazakhstan, the Rules ;

**Operational day** - the time set by the Bank during which the Bank is open for conducting banking operations. The operational day may differ for different types of operations / services provided by the Bank. Information on the Operational Day is communicated to the Customer at the premises of the Bank and its branches;

**Overdraft** – technical debiting balance on the card account;

**Password** - a combination of symbols (letters and / or digits) chosen by the Customer and indicated in the Application, which is used by the Parties to identify the Customer by phone and other communication channels;

**Password for electronic services** - digital, alphabetic and other symbols used to confirm the rights to enter the Financial Portal of the Bank for receiving Electronic Banking Services;

**PIN-code** (personal identification number) - secret code assigned to the Card and used for identification of the Cardholder;

**POS-terminal** - a device for carrying out non-cash payments / receiving cash (in bank branches) by means of the Cards;

**Remote channel** - the Internet resource of the Bank, the Financial Portal, as well as the Bank's Contact Center;

**Rules** - Regulations for the issue and servicing of payment cards of the Bank (Appendix 1 hereto);

**Shariah** - the provisions of Islamic law derived from the Holy Qur'an, Prophetic Tradition "Sunnah", or binding authority of the dicta and decisions of the Prophet Mohammed (peace be upon him), ijma, or "consensus" of the community of Islamic scholars, and the qiyas, or analogical deductions as well as other Islamic law evidence, as may be determined or deduced by the Bank's Board and/or Higher Shariah Authority of Central Bank of UAE;

**Security procedure** - a set of measures, software and hardware information protection tools designed to identify the Customer during compiling, transferring and receiving electronic documents in order to confirm the Customer's rights to receive Electronic Banking Services and to detect errors and (or) changes in the content of transferred and received electronic documents;

**SMS-informing** - information on the movement on the account (receipts / write-offs) and informational notifications from the Bank;

**SMS code** - a one-time code consisting of unique consecutive electronic digital symbols created by the software and hardware of the Bank at the request of the Customer and used for one-time remote access by the Customer to Electronic Banking Services for the period of the current session in the Financial Portal;

**Tariffs** - the Bank's tariffs posted on the Bank's Internet resource, containing the Bank's fees for the provision of banking services as well as tariffs for individuals for cards issuance and processing of Card Transactions;

**Unique User's Identifier / Identifier** - a digital code assigned by the Bank to the Customer to enter the Financial Portal of the Bank, which provides access to Electronic Banking Services.

1.2. This Agreement is an adhesion contract. By signing and submitting an Application for the issue of the Card, the Customer agrees with the terms of the Agreement as a whole.

1.3. Within the framework of this Agreement, the Bank shall provide the Customer with the opportunity to remotely use the following services of the Bank:

**1.3.1. Informational banking services:**

- 1) provision of information on balances and cash flows on the Customer's account opened in the Bank for the certain period of time / for the certain date;
- 2) provision of information on the account number and currency, information on branches;
- 3) provision of information on the terms and procedure for providing of banking services by the Bank;
- 4) viewing the payments and transfers history;
- 5) updating the Customer's personal data;
- 6) receipt of notifying messages from the Bank.

**1.3.2. Transaction banking services:**

- 1) making transfers between the Customer's accounts;
- 2) making payments in favor of service providers;
- 3) making transfers / payments to the budget;
- 4) application for opening an account;
- 5) non-cash conversion of foreign currency between the accounts of the Customer.
- 6) replenishment of the account from a card issued by a third-party bank.

**1.3.3. Other services:**

- 1) the removal / setting of restrictions on the performance of card transactions abroad, restrictions on the withdrawal of cash at the ATM and the transactions on the Internet;
- 2) temporary Blocking the Card;
- 3) changing the password for entering the Financial Portal;
- 4) as well as other services on the Internet resource of the Bank and on the Financial Portal.

The list of Electronic Banking Services and the methods of the provision by the Bank to the Customer are not exhaustive and can be supplemented / changed by the Bank at its discretion unilaterally as the Financial Portal and technical capabilities develop. The Bank notifies the Customers of it by placing an appropriate information message on the Internet resource of the Bank and on the Financial Portal.

Prior to the provision of the Electronic Banking Services the bank shall provide the Customer with information on the amount of the fee charged in monetary terms.

1.4. Based on the Customer's Application the Bank shall open an Account with same term and condition of Bank account agreement that Customer accepted while opening Account, issue the Card and provide the Customer with the PIN-code in accordance with this Agreement, the rules and principles of Shariah and the laws of the Republic of Kazakhstan.

1.5. All the Applications accepted by the Bank within the framework of this Agreement are an integral part hereof.

## **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **2.1. The Customer shall have the following rights:**

- 2.1.1. Use the Card in accordance with the Agreement and the Rules;
- 2.1.2. receive an Account Statement on request in the Bank's branches, in accordance with the Bank's Fees, including statement on transactions conducted on the Financial Portal;
- 2.1.3. apply to the Bank with a verbal and / or written statements for blocking / unblocking the Card in the manner set forth herein;
- 2.1.4. upon the expiration of the validity period of the Card, apply to the Bank's branches for re-issue the Card by submitting a written application as per Bank's form or by issuing an electronic application through the Financial Portal;
- 2.1.5. set restrictions on certain types of card transactions and the maximum available amount within a certain period of time, notifying the Bank in writing / verbally, subject to the technical capacity of the Bank;
- 2.1.6. use the services of the Financial Portal under the terms and conditions set forth herein;
- 2.1.7. either refuse or suspend the services of the Financial Portal, or cancel the current registration in the Financial Portal by contacting the Bank's Contact Center or the Bank's branch;
- 2.1.8. receive information and advice from the Bank on the issues of using of Electronic Banking Services.

### **2.2 The Customer shall be obliged to:**

- 2.2.1. Comply with the requirements of the Shariah, the laws of the Republic of Kazakhstan, the Agreement and the Bank's Rules;
- 2.2.2. ensure the amount of money required for the execution of a payment document drawn up in the course of an operation using the Card;
- 2.2.3. pay for the Bank's services in accordance with the Tariffs for the day of the operation;
- 2.2.4. in case of loss or theft of the Card, as well as in case of unauthorized access or suspicion of unauthorized access to the Customer's Account(s) either directly or through the Financial Portal, immediately apply to the Bank with verbal or written application for Blocking the Card and / or the access to the Financial Portal;
- 2.2.5. ensure the safety of the Card;
- 2.2.6. notify the Bank in writing of changes in the details (name, address of residence, etc.) within 5 (five) working days;
- 2.2.7. in order to prevent fraudulent operations on the Cards, stop using the Card and contact the Bank for Blocking and / or re-issuing the Card after receiving written or SMS notification from the Bank;
- 2.2.8. return the money erroneously credited to the Account immediately and in full;
- 2.2.9. not to use the Card for business purposes or for any unlawful purposes, including payment of goods, works and / or services prohibited by the legislation of the Republic of Kazakhstan, as well as Shariah as interpreted by the Board of the Bank;

- 2.2.10. when traveling outside the Republic of Kazakhstan, read the list of the most dangerous countries for fraud and take all possible security measures;
- 2.2.11. learn about the restrictions set by the Bank and placed on the Internet resource (website) of the Bank in respect of certain payments, transactions and / or suppliers of goods / services, which contradict the Shariah in the Bank's opinion and not to make such payments and transactions;
- 2.2.12. reimburse unconditionally the reasonable actual costs and legal costs (except opportunity profit and cost of the funding) incurred by the Bank through the Customer's fault and / or related to the Blocking of the Card;
- not to allow the use of money in excess of the amount on the Account. In case of technical overdraft due to currency conversion or increase of transaction amount up to 5% due to requirements of International payment system, the Customer is obliged to repay the amount of the overdraft and pay the Bank a penalty for the overdraft in the amount and terms set in accordance with the Bank's Tariffs. Any amount received as a penalty for Overdraft will be forfeited to charity cause determined and approved by the Board; The Bank shall not include such penalty amount into its asset or account for it in its profits. The Customer is considered a procrastinator until it proves otherwise.
- 2.2.14. take reasonable measures to save the confidentiality of the Card details and CVC2-code;
- 2.2.15. comply with the rules of security and confidentiality, and comply with the Instruction of the user of the Financial Portal, close all sessions of connection with the Internet network opened for work with the Financial Portal after each session;
- 2.2.16. immediately block the mobile phone number which was used to enter / register in the Bank's Financial Portal by applying to the telecommunications operator if it is lost / stolen;
- 2.2.17. not to disclose / not to transfer information about such Authorization parameters as Password, PIN code, mobile phone number (identifier, password). In case of such circumstances, change the Password and enter a new mobile number in the personal settings of the Financial Portal, or contact the Contact Center or the Bank's branch. At the same time, the Customer shall bear independently all costs and losses that may arise in connection with this case and shall not be entitled to demand compensation from the Bank, as they shall be deemed to be committed by the Customer;
- 2.2.18. Provide additional information and documents on the operation in order to verify compliance with the requirements of the current legislation and the rules and principles of Shariah, as well as in case of a request for information, explanations or documents that the Bank does not have;
- 2.2.19. The Customer is obliged to independently monitor the Bank's performance of the Customer's instructions received through the Financial Portal.
- 2.2.20. The Customer/Cardholder shall only use the Card or Financial Portal for the purposes of purchasing of goods and services that are legally acceptable and do not contradict to Shariah. The Customer/Cardholder is aware and acknowledge that he/she use the card of an Islamic Bank which works as per Shariah and that purchasing of certain goods and services, including but not limited, tobacco, alcohol products, weapons and ammunition, gambling, pornography, pork products, and other types of goods and services are prohibited by the Bank, and are contrary to the Shariah.
- 2.2.21. The Customer/Cardholder is obliged to do not conduct transactions, purchase goods and services prohibited by the Bank. Bank do not bear any responsibility for transactions of Customer/Cardholder which may contradict with Shariah and Customer/Cardholder will not have any claims to the Bank for the transactions conducted by him/her.
- 2.2.22. The Customer/Cardholder undertakes to pay the existing debt not later than on the date specified in the Bank's notification of termination of the Agreement pursuant to Clause 2.3.28 herein. If the Customer fails to fulfill the obligations stipulated in this clause of the Agreement, the Agreement shall be valid in the respective part until the Customer fully fulfills his/her obligations under the Agreement.

### **2.3 The Bank shall have the right to:**

- 2.3.1. Unilaterally make changes and additions in the following documents without preliminary agreement with the Customer:
- the Tariffs;
  - other conditions for banking services not specified in the Agreement;
  - provisions of the Agreement and bank account agreement;

- the Rules.

2.3.2. The Bank informs the Customer on the amendments and additions to the Agreement and/or to the Bank's Tariffs, by placing statements on the relevant amendments and additions in the Bank's premises, on the Internet resource (website) of the Bank, sending a message to the e-mail address or mobile phone (SMS) specified by the Customer not later than 30 (thirty) calendar days before the date of entry into force.

2.3.3. unilaterally refuse to open an Account, and/or issue or replace Card, and/or refuse from performing the Agreement (i.e. to terminate the Agreement) and / or conduct transactions without explaining the reasons in the following cases:

- not compliant to the Sharia;

- risk of damage to the Bank's reputation as a result of the operations;

- impossibility of taking measures provided for by the Law of the Republic of Kazakhstan on AML, including but not limited to:

1) impossibility to perform due diligence of the Customer/Cardholder or banking transaction conducted by the Customer/Cardholder;

2) conducting of doubtful / suspicious transactions by the Customer/Cardholder;

3) on other grounds, as a result of which the Bank has reason to believe that the transaction contradicts / violates the requirements established by the current legislation of the Republic of Kazakhstan.

- the Customer's refusal to submit information and documents at the request of the Bank, or submission of invalid documents or inaccurate information;

- the presence of the Customer/Cardholder in the list of persons participating in terrorist and extremist activities or in the financing of terrorism and extremism provided by the authorized body;

- if the Customer/Cardholder is suspected of making ML&FT or is associated with ML&FT;

- Conducting high-risk (doubtful, suspicious) transactions from the point of view of ML&FT by the Customer, his trustee or other Cardholders;

- submission by the Customer of dubious or incorrect information within the framework of due diligence;

- other grounds provided for by the Law of the Republic of Kazakhstan on ALM.

- Refuse and / or suspend operations in other cases stipulated by the laws of the Republic of Kazakhstan.

2.3.4. at any time, unilaterally refuse to provide or imposing restriction on services, close bank accounts, terminate the relationship, in case of violation by the Customer of the legislation, Shariah, conduct transactions specified in paragraph 2.2.17 hereof, in the event of the Customer's bankruptcy, prosecution of the Customer/Cardholder or being charged with a criminal offence, international prosecution of the Customer/Cardholder, if there are any sanctions or restrictions imposed by the Bank's Head office and / or foreign / international / national organizations (including FATF, OFAC, UN, etc.) against the Customer/Cardholder and / or the counterparty of the Customer, the beneficiary's bank and / or any other third party participating in the banking transaction, if the Bank suspects that the Customer/Cardholder is involved in terrorist activities and / or money laundering activities and / or carries out any other activity that may lead to prosecution of the Customer/Cardholder, as well as other conditions that may have negative consequences for the Bank. In case of such events the Customer shall immediately perform all obligations to the Bank. At the same time, the Bank shall not be responsible for the Customer's losses caused by the delay or suspension of the execution of the Customer's payment instructions.

2.3.5. temporarily or completely suspend access to the Customer/Cardholder and / or block provision of Electronic Banking Services in the Financial Portal without notice to the Customer.

2.3.6. refuse to conduct an operation if the recipient, participant or party to the transaction is a resident of the state subject to the international sanctions (both individuals and legal entities).

2.3.7. withdraw the followings from the Customer's Account and / or from any bank accounts of the Customer opened in the Bank by direct debiting without additional consent of the Customer:

- the amount of the Card transaction;

- money mistakenly credited to the Account;

- Fees ;

- previously credited Cashback amount, in the event of a return of goods / refusal of services for which the Cashback was made;

- other kinds of the Customer's debt to the Bank;

2.3.8. without additional consent and providing of appropriate instructions by the Customer to transfer from Customer 's Account to another Customer's bank accounts opened in the Bank, the money to repay/pay any debt owed by the Customer to the Bank and other payments due to the Bank under the Bank financing agreements, made between the Bank and the Customer, in the amount of the missing amount. In case of transfer money in foreign currency, the Customer authorizes the Bank to carry out the conversion at the Bank's prevailing exchange spot rate established by Bank as of the date and time of the transaction.

2.3.9. convert money received by the Bank in a currency other than the currency of the Account at the prevailing exchange spot rate set by the Bank on the date and time of the settlement without the Customer's additional consent. In case of transaction currency other than U.S. dollars currency at the exchange rate set by the Payment system on the date and time of the settlement without the Customer's additional consent.

2.3.10. not to consider the Card transaction claim submitted by the Cardholder after 45 (forty five) calendar days from the date of its execution, also if the operation using the Card is unauthorized;

2.3.11. blocking the Card with the right of subsequent withdrawal and / or terminate the Agreement unilaterally in the following cases:

- failure to comply with the terms of the Agreement and / or the Rules,;
- upon receipt of a notification from the Cardholder of the loss / theft or unauthorized use of the Card;
- in case of fraudulent operations;
- non-payment of the fee for annual servicing of the Account / in case of failure to submit to the Bank within 2 calendar months of an application for the replacement of the Card in connection with the expiry in the absence of unfulfilled requirements to the Account, with the exception of the requirements of the Bank;
- in other cases stipulated by Agreement, the Rules and / or laws of the Republic of Kazakhstan;
- block the Account (with the suspension of debit transactions on the Account), with the right to recover the debt on money in the Account by direct debiting of the Account in accordance with the laws of the Republic of Kazakhstan, as well as:
  - in case of the debt of the Customer for any obligations to the Bank;
  - in case of erroneous transfer of money to the Account;
  - in case of unauthorized payments.
- In case non-compliance with Shariah

2.3.12. cancel the Card and not to return to the Customer the fee paid for the servicing of the Card, in the following cases:

- the Cardholder's failure to appear to the Bank for receiving the Card within 3 (three) calendar months from the date of issue of the Card / additional Card issued by the Application;
- refusal to receive the Card / additional Card issued by the Application upon delivery by the courier of the Bank;

2.3.13. To refuse to issue the Card, at its discretion and without explaining the reasons to the Customer;

2.3.14. issue additional Cards, in the event that the Customer has indicated such possibility and the list of Cardholders in the Application for Issue of the Card. The issuance of additional cards is carried out in accordance with the Tariffs and the terms of the Rules on the basis of the Application from the Customer;

2.3.15. to establish restrictions on types of Card transactions and a limit on the maximum amount of cash withdrawal on the Card in order to prevent fraudulent transactions and protect the Customer from unauthorized access to the Account. The change / cancellation of the restriction may be made by the verbal and / or written request of the Customer, if the Bank admits such changes or cancellations of restrictions and limits;

2.3.16. set a limit on the amount of transactions in favor of third parties and make payments to the benefit of mobile operators in order to prevent fraudulent transactions. The change / cancellation of the restriction may be made by the verbal and / or written request of the Customer, if the Bank admits such changes or cancellations of restrictions and limits;

2.3.17. to set restrictions on certain payments, operations and / or suppliers of goods / services, which contradict the Sharia in the opinion of the Bank;

2.3.18. In the event that the Bank acknowledges the Card Transaction contrary the Sharia after it is carried out, the Bank shall be entitled to debit the Cashback under such Card transaction from the Customer's

Account.

2.3.19. close the Account in cases stipulated by the legislation of the Republic of Kazakhstan;

2.3.20. transmit information about the Account through the Communication Channels if the Customer initiated a request to the Bank through such Communication Channels or instructed the sending of information on the Account through such Communication Channels.

2.3.21. request the Customer for additional information and documents on the operation in order to verify compliance with the requirements of the current legislation, as well as in case of request for information, explanations or documents that the Bank does not have. In case of occurrence of circumstances stated in clause 2.2.15 hereof temporarily block access to the Financial Portal until the reasons are clarified.

2.3.22. make changes to the user interface and technical settings in the Financial Portal.

2.3.23. temporarily stop the work of the Financial Portal in full or in part, for changing software, conducting scheduled and unplanned preventive and technical maintenance works;

2.3.24. suspend the operation in the following cases:

- provided by the current legislation of the Republic of Kazakhstan;
- insufficiency of money on the Account for payment of the Bank's fee for the transaction;
- incomplete (incorrect) indication by the Customer of details of the transaction, non-compliance with the period of its conducting, , non-compliance of the transaction with the current legislation of the Republic of Kazakhstan;
- blocking / closing of the Customer's Account;
- after the third incorrect entering of the personal password which shall be considered as a violation of the security procedure;
- non-compliance with the Safety Procedures specified in Appendix 2 hereto
- non-compliance with Shairah.

2.3.25. in case of crediting money to the Account as a result of erroneous indication of the Account, block money in the Account in the amount of credited money. The erroneous crediting of the Account is the cases of double crediting to the Account of the same amount, wrong choice of the transaction code, incorrect exchange rate changes, incomplete conducting of transaction, accounting errors (incorrect reflection of balance sheet entries, Unauthorized balance entries), as well as cases provided by the laws of the Republic of Kazakhstan. When the amount of money on the Account is blocked in case of erroneous crediting of the Account, the Bank may withdraw the amount of money from the Account, make adjustments and corrective entries in the Account. The Bank notifies the Customer of blocking the amount of money on the Account with incorrect maintenance of the Account, on the day of blocking of the Account by means of communication channels. The Customer hereby expresses unconditional and irrevocable consent to the Bank's blocking of the amount of money on the Account credited to the Account erroneously. The term for blocking the amount of money on the Account can not exceed one operational day from the time of the discovery of erroneous crediting to the Account;

2.3.26. the Customer hereby agrees that the Bank is entitled to refuse or terminate any operation of the Customer if such refusal or termination is carried out by the Bank in accordance with the sanctions imposed in accordance with the jurisdiction of any country or international organization that applies to the Bank and / or the Customer.

2.3.27. the Bank reserves the right at all times and without notice to the Cardholder to:

- (i) refuse to authorise any Card Transaction;
- (ii) cancel or suspend the right to use Card in respect of all or specific services and goods; and
- (iii) refuse to renew or replace Card.
- (vi) in case of violation of terms and conditions of this Agreement, and other documents in this regard.

2.3.28. refuse to fulfill the obligations under this Section of the Agreement, notifying the Customer thereof via Communication Channels at least 30 (thirty) calendar days prior to the planned date. The Bank shall not re-issue the Card and shall withdraw it on the date specified by the Bank. At the same time, the Bank shall be entitled to block the Card and/or Account and not to carry out crediting/withdrawal transactions on the Accounts from the date of sending the relevant notice of termination of the Agreement to the Customer.

#### **2.4. The Bank shall be obliged to:**

- 2.4.1. Within 15 (fifteen) business days from the date of acceptance of the Application and payment of the Fee for issuing the Card and servicing the Account in accordance with the Tariffs, open the Account, issue the Card and PIN envelope / send the temporary PIN-code via SMS-informing for subsequent replacement through ATMs of "Halyk Bank of Kazakhstan" JSC to the Customer or his attorney acting on the basis of a notarized power of attorney previously given to the Bank by the Customer;
- 2.4.2. ensure the servicing of the Account in accordance with the laws of the Republic of Kazakhstan, the Agreement, the Rules ;
- 2.4.3. to credit the Account with the money received in favor of the Customer in accordance with the terms established by the laws of the Republic of Kazakhstan;
- 2.4.4. in case of erroneous withdrawal from the Customer's Account or erroneous transfer of money to the Customer's Account when the Customer did not perform transactions using the Card and notified the Bank of this fact, the Bank shall recover the remaining balance within 24 (twenty four) hours on the Customer's Account as of the moment of the erroneous withdrawal or crediting of money after recovering the erroneous withdrawal or erroneous crediting;
- 2.4.5. provide the Customer with additional statements within 10 (ten) business days from the date of receipt of the written request;
- 2.4.6. notify the Customer of all changes and additions to the Agreement, the Rules, and the Tariffs by placing announcements in the premises of the Bank, on the Internet resource (website) of the Bank, and via any possible Communication channels not later than 30 (thirty) calendar days before the date of entry into force;
- 2.4.7. notify the Customer of cases of Blocking the Card on the initiative of the Bank within 10 (ten) business days from the date of blocking via the communication channels;
- 2.4.8. execute electronic documents of the Customer subject to compliance with the terms of this Agreement, the Rules, and also the requirements of the current legislation of the Republic of Kazakhstan;
- 2.4.9. register the Customer as a user of the Financial Portal with a Unique User Identifier assigned to him;
- 2.4.10. ensure the identification and authentication of the Customer in the Financial Portal in the manner prescribed herein;
- 2.4.11. after registration of the Customer in the Financial Portal, ensure proper functioning of the Bank's Financial Portal;
- 2.4.12. to suspend or resume the provision of Electronic Banking Services upon the verbal statement of the Customer made to the Contact Center after passing the procedure for identifying the Customer by the Contact Center employee or upon the Customer's written request to the Bank's branch;
- 2.4.13. notify the Customer of maintenance work in the Financial Portal that may interrupt access and block the use of Electronic Banking Services by posting an information message on the Financial Portal with the deadlines of the completion of work if there are technical capabilities;
- 2.4.14. execute documents / instructions of the Customer, formed and transferred by means of the Financial Portal, provided the Customer observes the terms of this Agreement and the requirements of the legislation of the Republic of Kazakhstan;
- 2.4.15. inform the Customer of the User's Manual of the Financial Portal by placing the relevant document on the Internet resource (website) of the Bank;
- 2.4.16. consider the Customer's applications, including in the event of disputes arising from the use of the payment Card, within 30 (thirty) calendar days from the date of receipt of such applications;
- 2.4.17. the time for consideration of the Customer's request may exceed the period of 30 (thirty) calendar days from the date of receipt of such requests, if the operation using the payment card has been made in the network of bank which is non-resident of the Republic of Kazakhstan, but not more than 30 (thirty) calendar days from the expiration of the first thirty-day period. In this case the notice shall be sent in writing within 3 (three) business days from the extension of the consideration period;
- 2.4.18. notify the Customer of the expiry of the validity period of the Card 30 (thirty) calendar days before the expiry date by means of communication channels or via the Financial Portal.

### **3. PROCEDURE AND CONDITIONS OF PROVIDING ELECTRONIC BANKING SERVICES**

An obligatory condition for obtaining a full range of Electronic Banking Services are the availability of a bank account opened in the Bank and a mobile phone (with iOS, Android or other operating system) or another device that allows receiving and sending SMS messages connected to the Mobile operator's network and having Internet access.

- 3.1. The Customer shall be entitled to remotely use the Electronic Banking Services specified herein after the conclusion of this Agreement and the activation procedure in the Financial Portal.
- 3.2. To register as a user of the Financial Portal a valid payment card is required. Connection to Electronic Banking Services through the Financial Portal is carried out by the Customer independently by performing actions in the manner established by the User's Manual on connection to Electronic Banking Services (hereinafter - the User's Manual), which is placed at the main page of the Financial Portal.
- 3.3. The Financial Portal is accessible to the Customer around the clock. The Bank provides the Customer with the services of remote access to the accounts and Electronic Banking Services using the Financial Portal, subject to technical possibility. The Customer shall contact the Bank's Contact Center and / or the Bank at the addresses indicated on the Internet resource (website) of the Bank on issues related to the receipt of Electronic Banking Services through the Financial Portal.
- 3.4. Execution of the operation accessible in the Financial Portal by means of remote access is possible subject to the Customer identification during the compilation, transmission and receipt of documents through the Internet and the Bank's authentication of the Customer's instructions, by checking SMS code the entered by the Customer, according to the Security Procedure specified in Appendix 2 hereto.
- 3.5. The Customer and the Bank undertake to assume in full all the obligations arising from the documents / instructions sent by the Customer using the means of remote access defined by this Agreement.
- 3.6. Instructions sent by the Customer to the Bank electronically via the Financial Portal after positive authentication results (if necessary) and identification of the Customer are deemed to be sent on behalf of the Customer and are deemed to be equivalent to hard copy documents signed by the Customer. These documents are the grounds for the Bank to conduct operations and perform other banking transaction on behalf of the Customer.
- 3.7. The Bank shall provide the Customer with confirmation of sending / receiving electronic documents of the Customer in electronic form on-line within the Financial Portal after positive authentication results (if necessary) and identification of the Customer. The maximum period for the Bank to provide confirmation of sending / receiving electronic documents of the Customer in electronic form can not exceed one business day from the date of sending / receiving electronic documents of the Customer. The Bank shall repeatedly submit the confirmation of sending / receiving electronic documents of the Customer in electronic form upon written request of the Customer within 5 (five) business days from the date of receipt of the request. The Bank shall register sent/executed documents in electronic logbook.
- 3.8. Upon receipt of an instruction to conduct an operation through the Financial Portal from the Customer, the Bank shall execute the Customer's instruction within the terms established by the legislation of the Republic of Kazakhstan, except for cases when the Bank finds errors or lack of necessary bank details (documents) at the stage of execution of the Customer's instruction, non-compliance of the transaction with the laws of the Republic Kazakhstan, principle and rules of Shariah or with the terms of the Agreement. In this case, the transaction shall not be performed until the Bank receives the necessary details (documents) from the Customer or the Bank takes decision on the impossibility of executing the Customer's instruction.
- 3.9. When making intra-bank and interbank transfers to third-party bank accounts, the remitter is responsible for entering the accurate details of the transferee, at the same time the transfer amount cannot exceed the limits set by the Bank for the amount of transfers, including limits set forth in laws of the Republic of Kazakhstan and international payment Systems.
- 3.10. When Electronic Banking Services are provided through the Financial Portal, the Bank shall form the appropriate payment documents in electronic form for all operations of the Customer, in the manner established by the legislation of the Republic of Kazakhstan.
- 3.11. In the event that the Customer conducts non-cash transactions in foreign currency/local currency in the Financial Portal, the Bank shall apply prevailing exchange spot rates as of the date of non-cash transactions.

- 3.12. The Bank shall provide the Customer with Account Statement for notification of transactions performed in electronic form on-line.
- 3.13. The Bank accepts claims for transactions conducted through the Financial Portal in writing within 30 (thirty) calendar days from the date of the transaction. After this period, transactions conducted through the Financial Portal shall be deemed authorized by the Customer and the balances on the bank accounts shall be deemed to be confirmed by the Customer.
- 3.14. Tariffs for the provision of Electronic Banking Services are posted on the Internet resource (website) of the Bank.
- 3.15. The Bank shall suspend or terminate the provision of Electronic Banking Services in the following cases: a) violation by the Customer of the procedure and conditions for obtaining Electronic Banking Services set forth herein, or b) failure of technical facilities providing Electronic Banking Services, or c) a written request from the Customer to the Bank to block using of Electronic Banking Services through the Financial Portal; or d) in the event of the occurrence of the circumstances set forth in clause 2.2.15 hereof; or e) upon the occurrence of the cases specified in clause 2.3.3. set forth; or f) non-compliance to principles and rules of Shariah.
- 3.16. Notification of the suspension or termination of the provision of Electronic Banking Services shall be sent by the Bank through communication channels, except for cases of suspension or termination of the provision of Electronic Banking Services under paragraph e) of the clause 3.15 hereof.
- 3.17. Notification of the resumption of Electronic Banking Services shall be sent by the Bank through communication channels, except for cases of suspension or termination of the provision of Electronic Banking Services under paragraph e) of the clause 3.15 hereof.
- 3.18. The Bank ensures the confidentiality of the received information and electronic documents of the Customer in the framework of providing Electronic Banking Services through the Financial Portal. The received information and electronic documents of the Customer are kept in the Bank in accordance with the Law on Payments and Payment Systems and the AMLLaw .
- 3.19. For all disputes and disagreements regarding the receipt of Electronic Banking Services the Customer shall inform the Bank in writing or by sending a written request via the Bank's available Communication Channels. All disputes regarding the provision of Electronic Banking Services shall be resolved in accordance with clause 10.5 of this Agreement.
- 3.20. The term for the provision of Electronic Banking Services expires in the event of the cases specified in clause 7.2 hereof.

#### **4. ONE-SIDED WRITING-OFF MONEY FROM CUSTOMER ACCOUNT**

- 4.1. The Bank is entitled to write-off unilaterally via direct debiting any amount due to it from the Customer's in accordance with or in connection with this Agreement. The Customer hereby agrees and authorizes the Bank to write-off his funds unilaterally via direct debiting.
- 4.2. The Bank shall be entitled to write off the amounts payable by the Customer as follows:
- (A) from any bank accounts of the Customer in the Bank by direct debiting of such bank accounts on the basis of instructions of the Bank and / or other documents required in accordance with the legislation of the Republic of Kazakhstan; and / or
  - (B) from any bank accounts of the Customer in other banks and non-banking organizations inside and outside the Republic of Kazakhstan by submitting documents required by the applicable law for a direct debiting of funds.
- 4.3. The Bank has the right to write off cash in any currency. If the amount due to the Bank is written off in a currency other than the payable amount, the amount shall be debited at the applicable prevailing exchange spot rate Bank's and /or International payment system's exchange rate on the date of writing-off. The Customer is obliged to reimburse the Bank for all actual expenses related to the currency conversion, if such conversion has been made.

#### **5. CONSENT FOR DISCLOSURE OF INFORMATION**

- 5.1. The Customer hereby gives his consent to disclosure of any information constituting banking secrets by the Bank, its employees, authorized representatives, shareholder (s) and agents to the following in accordance with the banking legislation of the Republic of Kazakhstan:

- a) shareholder (s), affiliates of the Bank;
- b) the auditors, legal advisers and other professional advisers of the Bank;
- c) third parties in connection with the provision of services to the Cardholder by the Bank;
- d) third parties in connection with the assignment or transfer of the Bank's rights and obligations hereunder to a third party;
- e) banks or non-banking organizations in connection with the writing-off (including the prospective writing-offs) by the Bank or in favor of the Bank of funds from the Customer's accounts, as well as in connection with payments / transfers from / to the Customer's Account;
- f) any state authority of a foreign state that is authorized to exercise supervision and regulation of the Customer, in order to comply with the requirements of applicable legislation and regulations;
- g) regulatory, financial, supervisory authority or government in any jurisdiction in order to comply with the requirements of applicable law; and / or
- h) when making both local and international transfers from the Account for the provision by the Bank of information and explanations relating to the operation and the persons participating, upon request of the correspondent bank participating in the operation of the Customer;
- i) other persons in accordance with the legislation of the Republic of Kazakhstan.

5.2. The Customer hereby confirms that the Customer's consent granted under Clause 5.1 above is granted during its personal presence (or its Authorized representative) at the Bank premises.

5.3. The Customer acknowledges and agrees that the Bank for the purposes, established by the Bank, is entitled to receive, transfer (including cross-border transfer) to the third parties, process and store personal data, information and reporting materials of the Customer in paper and/or electronic form, in form of microfilm or in any other means (including data centers and databases outside the Republic of Kazakhstan), and agrees that the messages, telegrams, telex messages / fax, microfilm, film recordings, computer printouts and photocopies, which the Bank is entitled to extract from its accounting books, files, records or accounts are unconditional certificates of authenticity of the content.

5.4. The Customer confirms that he will not make any demands and waives the right to bring claims against the Bank in connection with the loss, damage or injury caused to the Customer or as a result of the disclosure or provision of information by the Customer.

5.5. Customer irrevocably agrees that the Bank has the right to assign or sub-delegate provision of any part of services provided to the Customer to third parties. Thus Bank continues to be liable before the Customer for any actual losses or real damage incurred by the Customer as a result of negligence, breach or default of obligations by any third parties, and will require such third parties for keeping confidentiality in respect of any information to the same extent as the Bank.

5.6. Customer acknowledges and agrees that the Bank is entitled to record telephone conversations between the Bank and the Customer to protect the interests of the Customer and the Bank.

## **6. CONFIDENTIALITY**

6.1. The Bank undertakes to take measures to prevent unauthorized access by third parties to information that is a banking secret of the Customer. Any information of this kind can be provided to third parties only in the manner prescribed by the legislation of the Republic of Kazakhstan.

6.2. In cases where the use of passwords or SMS codes involves the transfer of any confidential information to the Customer or the storage of any confidential information by the Bank, the Bank undertakes to take all necessary and reasonable organizational and technical measures to prevent third parties from accessing such information before transferring it to the Customer, as well as during the storage of the information.

6.3. The parties agreed that all information received under this Agreement is confidential and its disclosure in any way to any third parties without obtaining the prior written consent of the other Party is unacceptable, except as provided herein.

6.4. The prohibition established by this article shall not apply to cases when the provision or disclosure of such information is necessary by the requirements of persons and bodies directly authorized by the legislation of the Republic of Kazakhstan.

## **7. VALIDITY OF THE AGREEMENT AND TERMS OF AMENDMENTS AND TERMINATION**

- 7.1. This Agreement enters into the force from the date of acceptance by the Bank of the first Application and is concluded for an indefinite period unless otherwise mentioned in term and condition of this Agreement .
- 7.2. This Agreement may be terminated in the following cases:
- a) upon mutual agreement of the Parties;
  - b) by the Customer unilaterally in the cases set forth in this Agreement and / or in the Legislation of the Republic of Kazakhstan;
  - c) by the Bank unilaterally in the cases set forth in this Agreement and / or in the Legislation of the Republic of Kazakhstan.
  - d) by the Bank unilaterally in case of using the Card in transaction non-compliant to the principles and rules of Shariah
- 7.3. Before the date specified in clause 2.3.2. of this Agreement when amendments and / or additions to the Agreement will apply, the Customer can terminate this Agreement without paying an additional fee for its termination, except for cases when the Customer has any unfulfilled obligation to the Bank in accordance with this Agreement. Termination in accordance with this clause shall be made by providing the Bank with written notice from the Customer.
- 7.4. If there are no unfulfilled obligations under the Agreement, the Customer shall be entitled to terminate the Agreement unilaterally by sending to the Bank a corresponding written application and submission to the Bank of all Cards issued under the Agreement 30 (thirty) calendar days prior to the expected date of termination of the Agreement, unless otherwise set forth in the laws of the Republic of Kazakhstan.
- 7.5. The Bank is entitled to terminate the Agreement unilaterally in the cases provided for in the Agreement by sending a notice via the communication channels 30 (thirty) calendar days prior to the expected date of termination of the Agreement.  
In case of unilateral refusal from performance (termination) of this Agreement by the Bank in accordance with the clause 2.3.3. of this Agreement the Parties agreed, that the notification on unilateral refusal to perform the Agreement to be sent by the Bank to the Customer via the Communication Channels in accordance with this Agreement. Such notification should be sent not later than three days prior to the termination of the Agreement.
- 7.6. The Cardholder is responsible for any transactions on the Card that do not comply with the Shariah. In the event of detection of such operations by the Bank, the Bank shall have the right to unilaterally terminate this Agreement and terminate the business relationship with the Cardholder.
- 7.7. If the Agreement is terminated on the initiative of one of the Parties to this Agreement or upon the refusal of the Customer to perform the Agreement after 30 (thirty) calendar days from the expiration date of the Card the following shall apply:
- Any fee paid by the Customer under this Agreement shall not be returned;
  - the balance of the Account after settlement of the Customer's debts to the Bank shall be given to the Customer in cash or transferred to the Customer's bank account in accordance with the written instructions received from the Customer unless otherwise provided by the Agreement and / or the legislation of the Republic of Kazakhstan;
- 7.8. The Agreement ceases to be valid after the completion of mutual settlements between the Parties. Termination of this Agreement shall be the basis for closing the Account and the Card, as well as termination of provision of Electronic Banking Services to the Customer through the Bank's Financial Portal.
- 7.9. In all other cases, which are not stipulated by the Agreement, the Parties are guided by the current legislation of the Republic of Kazakhstan.

## **8. INTEREST WAIVER**

8.1. The Parties recognize and agree that the receipt and payment of interest is not permitted under Shari'a and accordingly agree that if any claims for amounts due under this Agreement to or from either Party are made in a court of law and that court, by applying the legislation and regulations of its legal system, imposes an obligation to pay interest on the amounts being claimed, the Parties irrevocably and unconditionally expressly waive and reject any entitlement to recover such interest

## **9. LIABILITY**

- 9.1. In the event of breach, non-fulfillment or improper fulfillment of the obligations under this Agreement, the Party breaching the Agreement, shall bear liability in the order and amount stipulated by the legislation of the Republic of Kazakhstan.
- 9.2. The Bank's responsibility for any breach of terms and conditions under this Agreement are limited to the actual damage caused to the Customer due to unlawful actions / inactions of the Bank.
- 9.3. Parties are not responsible for the cases of non-performance or improper performance of their obligations hereunder if such cases are the result of force majeure, including: restrictive or forbidden measures taken by the authorized state bodies, the National Bank of Kazakhstan, software failures, power outages, communications line failure, and other circumstances beyond the control of the Parties and of direct relevance to the subject matter hereof.
- 9.4. After finishing of force majeure circumstances corresponding Party shall renew the execution of its obligations hereunder. In the case if force majeure circumstances continues for more than one month after beginning, Parties have the right to terminate this Agreement under mutual agreement thus the interested Party shall inform in writing on such another Party no later than 30 (thirty) calendar days prior to the date of such termination.
- 9.5. In case of failure to complete the operation due to actions referred to in this Agreement, the Bank shall not be liable for the actions of correspondent banks participating in the processing of operation.

## **10. OTHER CONDITIONS**

- 10.1. If the payment is made in one currency and the Account is in a different currency, the withdrawal of money from the Account shall be made after conversion of the payment currency into the currency of the Account at the rate of the Bank and/or the International payment system on the date of settlement.
- 10.2. The Parties acknowledge that the Agreement does not contain burdensome conditions, is not bonded, and also adequately reflects the relations of the Parties based on reasonably understood interests.
- 10.3. This Agreement shall be governed by and construed in accordance with the legislation of the Republic of Kazakhstan to the extent not contradict with rules and principles of Shariah as interpreted by the Board. In any case of such inconsistency, Shariah shall prevail as interpreted by the Board.
- 10.4. The Parties hereto submit to the jurisdiction of the courts of the Republic of Kazakhstan for the purpose of any proceedings arising out of or in connection with this Agreement.
- 10.5. All disputes and disagreements between the Parties arising from or related to this Agreement shall be resolved through negotiations, and if the agreement is not reached in accordance with the procedure established by the current legislation, to the extent not contradict with the rules and principles of Shariah as interpreted by the Board. In any case of such inconsistency, Shariah shall prevail.
- 10.6. In all other cases, which are not stipulated by the Agreement, the Parties are guided by the current legislation of the Republic of Kazakhstan and rules and principles of Shariah.
- 10.7. This Agreement has been made in Kazakh, Russian and English. In case of discrepancy or inconsistency of the text in Kazakh, Russian and English, the text in Russian shall prevail.
- 10.8. The Cardholder accepts all risks associated with the use of the Card, unauthorized interference / access of third parties to the Card, the information contained in the Account Statements / other correspondence sent by the Bank to all and / or any of the address indicated by the Cardholder, as well

as liability for compliance with the requirements of the current legislation of the Republic of Kazakhstan.

10.9. The Bank shall not be liable for the consequences of untimely Blocking the Card by the Customer / Cardholder in case of loss / theft / unauthorized access to Accounts, as well as access to the Financial Portal.

10.10. All notifications and other communications sent through registered postal to the Customer's postal address specified in the Application are considered properly received by the Customer in five (5) days after the date of their dispatch. Notifications sent to the Customer's e-mail are considered properly received by the Customer on their sent date. Bank shall not be liable for any delay or loss of sent mail. Written notification to change its address or e-mail has no legal force as long as the Bank does not receive the change.

## **Appendix 1 to the Agreement on issue of debit card and provision of Electronic Banking Services**

### **the Rules on issue and maintenance of payment cards of “Al Hilal” Islamic Bank” JSC**

#### **1. General provisions**

1.1. Relations on opening, closing and keeping of the Account, the issue and maintenance of Cards in addition to the legislation of the Republic of Kazakhstan and in part not contradicting to it are governed by the rules of international payment systems, international banking practices, business practices.

1.2. In the event of a conflict between the rules of international payment systems and these Rules and / or the Agreement, the relevant rules of international payment systems shall apply to the extent not contradicting with the Shariah as interpreted by the Board. In case of such inconsistency, the Shariah shall prevail as interpreted by the Board.

1.3. In the part not regulated by these Rules, the Agreement, the rules of the relevant international payment systems to be applied with provision of clause 1.2 of the Rules.

1.4. The Bank issues and distributes payment cards of the MasterCard international payment system in tenge and in foreign currencies determined by the Bank.

1.5. The card is the property of the Bank and is issued for the Customer/Cardholder on the basis of usage rights, including provision of the Customer/Cardholder with access to the Account.

1.6. The card is used by its holder to effect payment when purchasing goods, services, for withdrawals of cash, exchange transactions and other transactions under the terms determined by the Bank and the payment system which are not inconsistent with the law of the Republic of Kazakhstan.

1.7. Individuals which are residents and non-residents of the Republic of Kazakhstan can be cardholders.

1.8. The card is valid until the end of the month and the year indicated on it. Card Transactions on expired card are not performed. Fees related to maintenance of the Card shall be debited from the Account without the Customer's written consent by direct debiting.

1.9. The Bank unilaterally sets standard restrictions on the amount of payments / transfers / withdrawals of cash, carried out using the cards issued by the Bank. Standard restrictions can be changed upon the Customer's verbal statement to the Bank's Contact Center subject to the consent of the Bank.

1.10. The Bank offers Cards that restrict spending money within the balance on the Account of the Cardholder;

1.11. The number and types of cards purchased by Customers are not limited. One Customer can receive several types of Cards on one account.

1.12. Customers have the right to grant access to their Account to other individuals by issuing additional cards with or without setting a limit of spending.

1.13. The terms and definitions used in the Agreement on issue of Debit Card and Provision of Electronic Banking Services are used and have the same interpretation in these Rules.

#### **2. Procedure for issuance of the Card**

2.1. The Customer's application for the debit Card issuance are accepted through the Remote channels of the Bank or the Bank's branch.

2.2. The Bank delivers cards ordered through the Remote Channels to the address indicated by the Customer/Cardholder. Delivery of cards is carried out 1 (one) time. Services for the delivery of Cards are free of charge.

2.3. To carry out delivery the Bank is entitled to use the services of third parties as agents / couriers.

2.4. Delivery of Cards and PIN-envelopes is carried out by different agents / couriers at different times. Alternatively, the Bank shall send a temporary PIN-code via SMS to the mobile phone number indicated in the Customer's Application. After receiving a temporary PIN-code, the Customer shall change the PIN-code immediately through ATMs of Halyk Bank of Kazakhstan JSC.

2.5. Delivery of cards is carried out in the regions, where delivery by the Bank is possible.

2.6. Cards that are not provided due to a fault of the Cardholder within 30 (thirty) business days with the date of receipt appointed by the Cardholder shall be canceled.

2.7. Agents / couriers of the Bank after delivery of the Card and PIN envelope take a photo of the document certifying the identity of the Cardholder and also take a photo of Cardholder with a payment card, as well as with a PIN envelope.

2.8. Agents / couriers of the Bank deliver the Application for Card issue and opening of the Current Account, certificate of acceptance of the Card and the PIN-envelope to the Customer and the Customer checks the correctness of the specified data in the Applications, signs the Applications and the certificate of acceptance.

2.9. In the event of the Cardholder's refusal to sign any documents or obstruct the actions of the Bank's agent / courier (photo of the identity document and the photo of the Cardholder with the Card and PIN envelope), the card and the PIN envelope shall not be transferred to the Customer.

2.10. Re-issuance of the Card upon the initiative of the Cardholder is carried out in the Bank's branches or via the Financial Portal.

2.11. The reissued Card is provided in the Bank's branches.

2.12. Additional Card to the main card cannot be issued via Remote channels. An application for the issue of the Additional Card may be submitted by the Cardholder only through the Bank's branches.

2.13. For cards, issued at the request of the Customer through the Bank's branches the Bank shall give the Card directly to the Cardholder or to the Cardholder's authorized representative acting on the basis of the power of attorney. Upon receipt of the Card, the Cardholder must sign in a specially provided field on the back of the Card. In the event that the Customer fails to appear to the Bank for the receipt of the Card, including when the Card is reissued, more than 3 (three) months from the date of application, the Bank is entitled to annul the Card.

### **3. Transactions on the Account**

3.1. In accordance with the requirements of the legislation of the Republic of Kazakhstan, transactions related to the following are conducted on the Account:

- ensuring the availability of Customer's Money;
- acceptance (crediting) of Money in favor of the Customer;
- execution by the Customer of payments in favor of third parties using the Card in the manner provided for in the Agreement;
- execution of the instructions of third parties on withdrawal of the Customer's Money on the grounds provided for by the current legislation of the Republic of Kazakhstan and the Agreement;
- acceptance of Cash from the Customer in the order established by the current legislation of the Republic of Kazakhstan and the Agreement;
- Cash withdrawal using the Card;
- other operations stipulated by the current legislation of the Republic of Kazakhstan, internal policies, standards, procedures of the Bank, business practices, international banking practices.

3.2. Hereby the Customer authorizes the Bank to make payments and / or money transfers for amounts exceeding the equivalent of 10,000 (ten thousand) US dollars in any currency, in accordance with the requirements of the current legislation of the Republic of Kazakhstan, without submission by the Customer of supporting documents if it is impossible. At the same time, the Bank has the right to request supporting documents after payment and / or transfer.

3.3. The Customer hereby agrees that the operations for transferring money from the Account to other current accounts (except for current accounts to which payment cards are attached), including current accounts opened with other banks, may be not executed by the Bank and the Bank is entitled to refuse acceptance of payment instructions of the Customer for such transfers.

### **4. Blocking Money on the Account**

4.1. In order to ensure the adequacy of the Money on the Account for payments on Card Transactions, the Customer grants the Bank the authority to block Money in the Account for the amount of Authorization for a period not exceeding 30 (thirty) calendar days from the date of blocking.

4.2. The Customer hereby authorizes the Bank to debit the Account for the amount of Card Transactions.

- 4.3. The Cardholder has the right to carry out Card transactions only within the balance on the Customer's Account.
- 4.4. Blocking of the Account (cancellation or suspension of operations on the Account) by the Bank shall be made without the Customer's additional consent in the cases and in the manner established by the current legislation.

## **5. Rules for using the Card. The procedure for issue and storing the Card**

- 5.1. The Card is the property of the Bank and is issued to the Customer only for the purposes of using for conducting Card Transactions, as a means of accessing Money on the Account (including through the Financial Portal).
- 5.2. At the Customer's request, an Additional Card can be issued in the name of any person indicated by the Customer in the Application (subject to the submission by the person of all documents, provided that the issue of an Additional card to the person does not contradict to the legislation).
- 5.3. The Customer has the right to set a restriction on the type of Card transactions and the maximum amount available on an additional Card within a certain period. Requirements of the Rules apply to the holders of Additional Cards. The Customer is obliged to familiarize the holder of the Additional Card with these Rules and the Agreement and bears full responsibility for compliance by the holder of the Additional Card with the requirements of the Rules and the Agreement, including to control and full financial responsibility for actual expenses incurred by holders of the Additional Card. The Bank shall be not involved in all disputes between the Cardholder and the Additional Cardholder.
- 5.4. The transfer of the Card to third parties for use or as a pledge is prohibited. A Card presented by an unauthorized person is subject to withdrawal.
- 5.5. There is a magnetic strip with coded information on the back side of the Card. It is necessary to avoid the influence of such unfavorable factors as electromagnetic fields (proximity to displays, magnetized or magnet-containing objects, for example, magnetic locks on bags), mechanical damage (scratches, pollution, overheating, sun rays), etc., which can damage the recording on the magnetic strip and lead to the impossibility of conducting Card transactions using the Card.
- 5.6. The Cardholder is obliged to ensure proper storage of the Card in places and in a way that excludes the possibility of unauthorized access / use by third parties.
- 5.7. The cardholder assumes all risks associated with the use of the Card, unauthorized access of third parties to the Card, information contained in the Accounts / other correspondence, when sent by the Bank to all and / or any of the address indicated by the Cardholder, as well as liability for compliance with the requirements of the current legislation of the Republic of Kazakhstan.

## **6. PIN code**

- 6.1. The PIN code is used when cash is received at ATMs, cash advance points and in some cases when carrying out payments for goods and services, as well as replenishing of the Account.
- 6.2. It is recommended to open the envelope immediately upon receipt and remember the PIN code. If the PIN code was provided by SMS, it should be immediately replaced using the ATMs of Halyk Bank of Kazakhstan JSC.
- 6.3. The PIN code is not known to the Bank's employees and must be kept by the Cardholder in secret during the entire period of using the Card. The transfer of a PIN code to third parties is prohibited. The Cardholder is responsible for the confidentiality of the PIN and / or Identifier and / or Password.
- 6.4. It is recommended to follow the following rules to ensure the secrecy of the PIN:
- if the PIN code is recorded somewhere by the Cardholder, the Card and the record should be kept separately;
  - Do not allow anyone to see the combination of PIN digits dialed on the electronic device keyboard.
- 6.5. When dialing a PIN number, the numbers on the electronic device are displayed in the form of symbols. It is important not to make mistakes when typing a PIN. If the wrong PIN was typed three times in a row (with any time interval, using one or different electronic devices), after the fourth mistake the Bank Blocking the Card and it can be detained either at the ATM or by the Entrepreneur or by cash advance point before finding out the reasons for incorrect PIN-code entry.

- 6.6. PIN-code is an analogue of the handwritten signature of the Cardholder. Card transactions made using electronic devices and confirmed by PIN-code and / or the signature of the Cardholder and / or Identifier and / or Password are considered by the Parties as committed by the Cardholder.
- 6.7. In case the PIN-code has been forgotten by the Cardholder, the Card must be handed over to the Bank for replacement, since it will be impossible to carry out Card Operations with the use of electronic devices.

## **7. Using of the Card**

- 7.1. The Customer uses the Card for conducting Card Transactions, payment of the Customer's obligations to the Bank, as well as other transactions provided for by law of the Republic of Kazakhstan, rules of the international payment system, Shariah. The Bank is not responsible for the refusal of third parties to accept the Card.
- 7.2. For security purposes, the Bank is entitled to set a restriction on the type of Card Transactions, the maximum amount of one transaction and the maximum amount of transactions during a certain period. The list of restrictions and conditions for their cancellation are posted on the Bank's Internet resource.
- 7.3. The Bank provides Card maintenance, uninterrupted operation of systems and electronic devices which are directly controlled by the Bank, and undertakes to take all possible measures to restore maintenance in the event of its suspension for reasons beyond the Bank's control.
- 7.4. The Bank shall not be liable for the actions of the cashiers of the Entrepreneur who did not conduct the Card transaction or made mistakes in the conducting, in particular if the cashier did not identify the Cardholder and did not verify his signature on the payment document with the signature on the Card and / or identity document.
- 7.5. All the provisions set forth below are included in these Rules solely for the convenience of Cardholders and for the purpose of providing them with additional information on the procedure for performing transactions using the Card.
- 7.6. For carrying out Card transactions, the Cardholder either presents the Card to the cashier of the Entrepreneur or the cash advance point or performs actions with the ATM in the self-service mode or carries out Card transactions in another way using the Card details.
- 7.7. The cashier has the right to ask the Cardholder to submit a document certifying his identity. In the absence of the document, the cashier has the right to refuse the carrying out the transaction.
- 7.8. The cashier accepts the Card and authenticates with the POS terminal. The cashier puts the Card in the terminal reader, dials the amount of the operation on the keyboard. The cashier can offer the Cardholder to confirm the operation by dialing the PIN on a special keypad. The request is sent to the Bank through the operative communication channels. If the Money on the Card Account is sufficient and the correct PIN is typed (in case the PIN has been dialed by the Cardholder), a receipt confirming the transaction shall be printed. The cashier gives the Cardholder a receipt. The Cardholder checks 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 Cardholder and the cashier.
- 7.9. Dialing of the correct PIN code and the signature of the Cardholder on the receipts are the Cardholder's instruction to withdraw Money from the Account.
- 7.10. The cashier shall be entitled to detain the Card until the circumstances specified in these Rules are clarified.
- 7.11. The Cardholder is required to keep all documents on Card Transactions within 14 (fourteen) days and provide them in the following cases:
- upon the Bank's request to settle disputes;
  - to the tax and customs authorities, as well as to other authorized state bodies, as a justification for the legality of the receipt of Money and its expenditure;
  - in other cases provided for by the legislation of the Republic of Kazakhstan, the Agreement, Rules.
- 7.12. Hereby the Bank and the Customer agree that payment of invoices for Card Transactions made by the Cardholder shall be made by means of a direct withdrawal by the Bank from the

Client's Account of the required amount, on the basis of these Rules and / or Agreement and without any additional consent of the Customer.

## **8. Use of the Card for cash withdrawal**

- 8.1. The Cardholder can receive the Cash by the Card from the Account at the cash advance points of the banks which are members of the corresponding payment system or by using the ATM.
- 8.2. As a rule, cash the by Card from the Account is given in the currency of the host country. In some countries, the frequency and the maximum amount of cash withdrawal by the Card may be limited by the legislation of the respective host country.
- 8.3. Due to the fact that the rules of different payment systems may differ, the Bank shall not be responsible for collecting any additional remuneration (not related to the Fees) by cash advance points.
- 8.4. Withdrawal of cash at Cash advance points of banks which are members of the corresponding payment system is made in the automated mode of Authorization.
- 8.5. Cash withdrawal using the ATM is made by the Cardholder in the self-service mode.
- 8.6. After the Card transaction is completed and the banknotes are withdrawn from the ATM, the check will printed (if the Cardholder has chosen the check printing option). In view of the confidentiality of the information contained in the check, it is recommended to take a printed receipt and never leave it near the ATM.
- 8.7. If a wrong PIN is typed, an appropriate notification will appear on the ATM display and the Card transaction will be denied.
- 8.8. Operation for an active Card with dialing of the correct PIN-code can be rejected for the following reasons:
  - the requested amount can not be given in the Banknotes available in the ATM cassettes. It is necessary to request an amount that is a multiple of the minimum denomination of banknotes specified in the instructions to this ATM;
  - the requested amount exceeds the one-time limit determined by the dimensions of the cash dispenser of the ATM. It is necessary to divide the requested amount into parts and repeat the operation several times;
  - the requested amount exceeds the balance of Money on the Account. In this case, it is recommended to request a smaller amount, the size of which can be clarified by using the function of printing information about the balance of Money on the Account;
  - the requested amount exceeds the daily limit for receiving cash through the ATM, set by the Cardholder / Bank.
- 8.9. When working with the ATM, it should be remembered that if the returned Card and / or issued banknotes are not withdrawn by the Cardholder from the dispenser for 20 seconds, due to the security system for safety of the Customer's Money, the Card and / or banknotes will be pulled into the ATM and detained in a special compartment. In such cases, the Bank may return the Card to the Cardholder on the basis of an application submitted to the Bank's branches only after ascertaining the reasons for the Card's detention and consulting with the Bank. At the same time the amount of the Card transaction withdrawn from the Account after the fact Authorizations may be returned only after re-encashment of the ATM and clarification of the amount of cash not withdrawn by the Cardholder.

## **9. Use of the Card for cash replenishment using the ATM**

- 9.1. Cash replenishment using the ATM of Halyk Bank of Kazakhstan JSC is made by the Cardholder in self-service mode at ATMs of Halyk Bank of Kazakhstan JSC with a special bill acceptor.
- 9.2. The ATM accepts cash in currencies specified by Halyk Bank of Kazakhstan JSC for this ATM (usually tenge and / or US dollars) and does not identify cash in another currency, as well as dilapidated, curled, crumpled cash, coins, counterfeit bills.
- 9.3. Money must be deposited by the Cardholder in the bill acceptor of the ATM in banknotes in a flattened form and in one currency.
- 9.4. After counting the banknotes, determining their denomination and authenticity, the ATM calculates the total amount and asks the Cardholder to confirm the amount of the transaction.

- 9.5. If the Cardholder confirms the amount of the transaction, the money is credited to the Account and becomes available for use within 30 (thirty) minutes from the moment of the transaction.
- 9.6. Banknotes which authenticity can not be determined by the ATM's electronics will be returned to the Cardholder. If the ATM determines non-payment banknotes among the given banknotes it will offer the Cardholder to collect the rejected banknotes and replenish the Account for the amount minus these one. In case of consent, the Cardholder collects non-payment banknotes from the bill acceptor, and the ATM takes a smaller amount. In case of disagreement of the Cardholder, the replenishment operation is not performed and the ATM returns all the given banknotes to the Cardholder.
- 9.7. After the completion of the Card transaction, a receipt will be printed (in case the Cardholder has chosen the option of printing a receipt). In view of the confidentiality of the information contained in the receipt, it is recommended to take a printed receipt and never leave it near the ATM.
- 9.8. The Bank has the right to establish a limit (limit) for the frequency and amount of cash replenishment of the Account using the ATM.
- 9.9. The operation of a cash replenishment using an active Card when dialing the correct PIN code can be rejected for the following reasons:
- invalid banknotes, other currency, coins and / or other items, bills in different currencies are placed in the bill acceptor of the ATM;
  - the number of banknotes placed in the bill acceptor of the ATM exceeds the maximum number of banknotes for the single transaction set for the ATM. It is necessary to divide the amount and repeat the operation several times;
  - the amount placed exceeds the limit of the Bank set for these transactions. In this case it is recommended to contact the Bank's branch / subdivision;
- 9.10. The Cardholder is responsible for actions related to damage to the property of the Bank (ATM), including damage to the bill acceptor of the ATM in the full amount of actual damage caused to the Bank.
- 9.11. When working with the ATM, it should be remembered that if the returned banknotes are not withdrawn within 20 seconds by the Cardholder from the bill acceptor device, due to the security system for safety of the Customer's Money banknotes will be pulled into the ATM and detained in a special compartment. In such cases, the Bank may return Money to the Cardholder on the basis of an Customer's application submitted to the Bank's branches only after ascertaining the reasons for the Card's detention and consulting with the Bank only after re-encashment of the ATM and clarification of the amount of cash not withdrawn by the Cardholder. The Cardholder has the right to apply to the Bank for assistance in settlement with the bank servicing this ATM.
- 9.12. The Bank shall not be liable in the event that crumpled, torn, invalid banknotes have been placed in the bill acceptor of the ATM.

## **10. Use of the Card for payment of goods, works and services of the Entrepreneur**

- 10.1. According to the rules of payment systems, the Entrepreneur is not entitled to increase the value of goods, works or services when accepting the Card for payment in comparison with cash payment. The Cardholder is obliged to notify the Bank of all cases of overstating the value of goods, works or services.
- 10.2. The Bank shall not be involved in all disputes between the Cardholder and the Entrepreneur accepting the Card in payment for goods and services.
- 10.3. The Cardholder, subject to the restrictions established by the legislation of the Republic of Kazakhstan, has the right to return the purchase paid for by the Card, or to refuse the service prepaid by the Card. In this case upon the request of the Cardholder and with the consent of the Entrepreneur the cashier performs a "return of purchase" operation. The return of the purchase can be made before or after the Entrepreneur's receipt of the authorization code.
- 10.4. The Cardholder should require the cashier to perform a return operation, since after receiving the Authorization Code the amount of the transaction is debited from the Account. At the same time, the amount of the transaction will be returned to the Account upon receipt by the Bank from the relevant payment system of data on the return operation carried out. This fact should be taken into account when calculating the amount available on the Card.

## 11. **Blocking the Card**

11.1 In case of loss or theft of the Card, the Customer should immediately contact the Bank's Contact Center with an verbal or written request to Blocking the Card (hereinafter referred to as the Request), and if it is impossible to contact the Bank, the Customer should contact the Contact Center of Halyk Bank of Kazakhstan JSC, or independently Blocking the Card through the Financial Portal.

11.2 The phone numbers of the Bank's Contact Center are indicated on the reverse side of the Card and on the Internet resource of the Bank.

11.3 The Contact Center registers the Blocking Request in a special logbook indicating the time, Blocking the Card and transfers the Request to the International Payment System.

11.4 Conversation with the Contact Center by phone is registered on magnetic media for the analysis of any possible disputable situations.

11.5 In case of receipt of the Card Blocking Request from third parties at the request of the Cardholder it is considered to be made by the Cardholder and claims for the consequences of Blocking are not accepted by the Bank.

11.6 After the Card Blocking on the basis of a written application of the Cardholder, the Bank issues a new Card with a new number and a PIN code.

11.7 The Bank shall have the right to determine the measure of responsibility of the Cardholder in case of negligence committed during the storage of the Card or non-compliance with the PIN code secrecy even after the Card has been Blocked, as well as in the event of the intentional unlawful actions of the Cardholder.

- The card can be unlocked on the basis of a written application of the Cardholder, if its further using is possible. The Cardholder is responsible for the use of the Card and its security. When the Card is blocked, except for the transactions made by the Cardholder himself the Cardholder is not liable for all transactions made after the Bank has received an application for Blocking the Card;
- The Cardholder bears full responsibility for all operations performed prior to Blocking the Card.

## 12. **Detention of the Card**

12.1. The detention of the Card at the service point is carried out in the following cases:

- 1) The card is locked;
- 2) the Card is submitted by person who is not its Cardholder;
- 3) The Cardholder has forgotten the Card at the service point after carrying out the Card transaction.

12.2. The Card shall be detained by the ATM, the cashier of the branch, the employee of the payment card unit or the economic security service of the Bank. When the Card is detained (except for the cases of detention by the ATM), the appropriate document shall be drawn up.

12.3. The return of the detained Card shall be made by the Bank directly to the Cardholder after the relevant decision is taken by the local bank or the Bank (in case of delivery of the detained Card to the Bank) on the basis of a written application of the Cardholder and after clarifying the circumstances.

## 13. **Replacement of the issued Card or issue of a new one**

13.1. Replacement of the Card or the issue of a new one in exchange for the lost Card is made on the basis of a written application at the Bank's branches or through the Financial Portal.

13.2. The card is replaced if it expires, is damaged, lost, stolen, PIN code is declassified, Cardholder has forgotten the PIN code, and also at the request of the Cardholder, at the initiative of the Bank when used in the fraud-dangerous country. The replacing Card is subject to submission to the Bank (if any).

## 14. **Settlement of disputes**

14.1. The Cardholder has the right to demand from the Bank copies of documents confirming the correctness of debiting of money from the Account.

14.2. In all disputes, the Cardholder applies a written request to the Bank, which applies to the International Payment System on behalf of the Cardholder in case of accepting the claim. The rules of the International Payment System set the limitation period for the consideration of the disputed Card transaction 45 calendar days from the date of operation.

14.3. In case of validity of the claim, the Bank returns the amount of the Card transaction to the Account. Unreasonable claims are punished by the International Payment System with fines that may exceed the amount of the disputed Card transaction. The Bank has the right, without the consent of the Cardholder, to withdraw from the Account fines and the amount of an unreasonable claim.

**15. Information for the Cardholder**

15.1. The Cardholder may contact the Contact Center For all questions regarding the use of the Card via the numbers indicated on the back side of the Card and on the Internet resource of the Bank.

## **Appendix 2 to the Agreement on issue of Debit Card and provision of Electronic Banking Services**

### **SAFETY PROCEDURE**

- 1.1 Before starting working in the Financial Portal, the Customer needs to make sure that antivirus software with up-to-date anti-virus databases has been installed and switched on on the computer, mobile phone or other device used to access to the Financial Portal.
- 1.2 To ensure the correctness and security of the Financial Portal, the Customer needs to use devices with installed licensed software.
- 1.3 In order to properly identify the Customer for receiving Electronic Banking Services through the Financial Portal, the Customer shall indicate the mobile phone number when opening the account, which will be used subsequently to deliver a password for Electronic Banking Services to confirm transactions in the Financial Portal, as well as to receive messages / notifications in the form of SMS under this Agreement.
- 1.4 The Customer personally or his authorized person can change the mobile phone number by contacting the Bank and / or through the Communication Channels.
- 1.5. In order to ensure the identification and authentication of the Customer for provision of banking services, as well as for the exchange of information the Customer's Dynamic Identification is used between the Bank and the Customer.
- 1.6. The Bank uses Customer's Biometric Identification during the provision of Electronic Banking Services subject to the Customer's technical capability to perform Biometric Identification (for example: fingerprint and / or eye retina identification using mobile and other specialized devices).
- 1.7. The identification of the Customer and his right to receive Electronic Banking Services is carried out by the Bank by verifying the Customer's Identifier and password.
- 1.8. To ensure protection from unauthorized access to information constituting bank secrecy, the Bank applies automatic verification of the Customer's Identifier and password at the entrance to the Financial Portal.
- 1.9. Access to data for consideration and analysis of disputes is provided by maintenance of archive of all documents sent / received by the Customer and the Bank.
- 1.10. All users' actions of users in the Financial Portal are recorded in electronic logbooks maintained by the system.
- 1.11. After three attempts to enter the Identifier and / or password incorrectly into the Financial Portal, the Bank blocks the user and it will be possible to work in the Financial Portal after entering the correct password or changing the password to a new one.
- 1.12. If the computer after logging on to the Financial Portal remains inactive for more than 15 minutes or the mobile phone is more than 5 minutes, the system automatically logs out of the Financial Portal and ends the session. To re-enter the Financial Portal, you need to identify the Customer.
- 1.13. For security purposes the Customer's Identifier and password cannot be saved to simplify the procedure for entering the Financial Portal.
- 1.14. The Bank refuses to conduct transactional banking services in the event of distortions and (or) changes in the content of electronic documents on the basis of which the Bank provides Electronic Banking Services. The refusal is carried out by the Bank in the Financial Portal in an automatic mode;
- 1.15. The Bank provides protection against unauthorized access to information constituting bank secrecy and the integrity of this information automatically verifying the Customer's correct identifier and password when entering the Financial Portal.

1.16. If the Bank detects unauthorized access or attempts to access information that constitutes bank secrecy, unauthorized changing of this information, unauthorized payment or transfer of money and other unauthorized actions arising during the provision of Electronic Banking Services by the Bank, the Bank shall notify the Customer thereof not later than the next business day after the detection by sending the notifications via the Communication channels.