

The Terms of holding the Loyalty action for individual holders of Eurasian Bank JSC payment cards

1. The general provisions

1.1. These Terms of holding the Loyalty action for individual holders of Eurasian Bank JSC payment cards (hereinafter – the Terms) determine the order, conditions and terms of holding the Action.

1.2. The Action is held by Eurasian Bank JSC (hereinafter – the Bank).

1.3. The decision on putting into action, termination and change of the Terms of the Action shall be taken by the Authorized body of the Bank.

1.4. The period of holding the Action: from 1 January 2019 to 31 December 2019 including, with annual automated extension for the subsequent calendar year, unless the decision of the Authorized body on termination of the Action is taken.

1.5. The general terms used in these Terms:

Action is a campaign aimed at keeping loyalty of the Bank customers, as well as stimulating non-cash transactions using payment cards issued by Eurasian Bank JSC, increasing the deposit base, opening loans and new payment cards.

Bonus is a conditional unit granted to the Participant of the Action from own funds of the Bank when the Participant of the Action performs activity meeting the requirements of these Terms. Bonuses are accumulated on the special Bonus account of the Participant of the Action. The amount of the Bonus is established by the decision of the Authorized person of the Bank, taking into account the limits of the rates of bonuses approved by the Authorized body of the Bank.

1 Bonus (BNS) is equal to 1 tenge (KZT) for spending transactions using POS-terminals and E-Com.

1 Bonus (BNS) is equal to 0.9 tenge (KZT) for transactions of spending by way of crediting bonuses to one's current account using a payment card.

Bonus account is a special account of the Participant of the Action, opened by the Bank, which is designated for accounting of crediting/using Bonuses.

Transaction Date is a date of conducting by the Participant of the Action of a transaction on payment for goods and services using payment card and Internet banking.

Internet-banking or SmartBank is a banking system of remote access to bank accounts of the Participant of the Action (<https://my.smarthbank.kz>).

Cashback is a refund of a part of the purchase price in the amount and manner determined by the Terms and the decision of the Authorized person of the Bank. Cashback is credited to the bonus account in the form of Bonuses

Partner is a company that concluded the agreement with the Bank for cooperation within the Action, allowing the Participant of the Action to get benefits (discounts for goods/services, enhanced bonus amount, etc.) in a trade-service enterprises of a partner.

Transaction is activity of the Participant of the Action, including debit transactions on the Bank resources, opening deposits, getting loans, transactions on payment for goods and services, keeping funds on current accounts using payment cards, by the results of which the Bank performs accrual of bonuses.

Terms of the Action are the events occurrence of which causes the obligations of the Bank to credit bonuses to the bonus account of the Participant of the Action, in the amount and order, determined by these Terms and the decision of the Authorized person of the Bank.

The Authorized person of the Bank is an official of the Bank who supervises the Retail Business Block and exercises the following powers (with prior agreement with the Managing Director for Customer Experience):

- setting Bonus rates taking into account the limits of Bonus rates approved by the Authorized body of the Bank;
- setting / changing the size of the maximum aggregate amount of Bonuses per month;
- addition of the list of abuses of the Action terms;
- making decisions on the need to conclude / terminate contracts with Partners and / or provide individual Action terms under the concluded contracts, as well as on the need for one-time programs with the Bank partners under the Action;
- decision on the exclusion of the Participant of the Action in connection with the revealed abuse of the terms of the Promotion;
- making decisions on exclusion / addition of the Favorite category.

The Authorized body is a collegial body of the Bank, granted with the authority to make a decision on putting into effect, termination or changing the Terms of the Action.

Participant of the Action* is an individual, resident/non-resident of the Republic of Kazakhstan, of 18 years of age, and namely a holder of a VISA/MasterCard payment card, who has performed activity, complying with the terms of the Action.

E-com is a debiting transaction on payment for goods and services conducted in the Internet using a payment card. This feature is transmitted by the international payment system with the other attributes of the transaction.

MCC (Merchant Category Code) is a code of a point-of-sale type, for classification of trade-service enterprises by types of their activities. This code is assigned by the acquirer Bank to a trade-service enterprise.

POS-terminal is an electronic device for accepting payment cards for payment.

Retail-transaction is a debiting transaction on payment for goods and services using payment cards in the network of POS-terminals of trade-service enterprises and Internet shops by way of E-com transactions.

Favorite category is the Bonus Account option that allows the Participant of the Action to connect in Internet-banking and Smartbank, the possibility of receiving increased bonuses at certain points of trade and service.

2. The general conditions:

2.1. The Essence of the Action:

- 2.1.1. Crediting to the Participant of the Action of Bonuses to the Bonus Account.
- 2.1.2. Using (spending) the Bonuses by the Participant of the Action.
- 2.2. Each transaction, the date of conducting of which falls within the period of holding the Action, and complying with the terms of the Action, shall participate in the Action.
- 2.3. The amount of accrued Bonuses and types of transactions participating in the Action, are determined by the decision of the Authorized person of the Bank, other transactions do not participate in the Action.

3. The order of participation:

3.1. To become the Participant of the Action, it is required to:

- 3.1.1. Open a current account with use of a payment card, or within the period of holding the Action to have a current account with the use of a payment card.
- 3.1.2. Within the period of holding the Action conduct any transaction, complying with the Terms of the Action. All individuals, holders of payment cards, meeting the criteria of the Terms of the Action, shall automatically become the Participants of the Action. The Participants of the Action shall provide their consent to participation in the Action and the consent to follow these Terms.
- 3.2. The Bank shall automatically open the Bonus account to the Participant of the Action.
- 3.3. Review of the balance and movements (crediting/debiting) on the Bonus account shall be available in Internet-banking / SmartBank.
- 3.4. To get increased bonuses, the Participant of the Action is required to activate the necessary Bonus Account option in the “Favorite Categories” section in Internet banking / Smartbank.

4. The order of crediting the Bonuses:

4.1. The amount of the credited Bonuses shall be calculated by the Bank after the fact of processing of transactions, complying with the Terms of the Action and shall become available for reflection on the Bonus account within 3 (three) working days.

4.2. The amount of Bonuses shall be rounded to second decimals of a whole number downward, and such an amount shall be credited to the Participant of the Action.

4.3. In case of cancellation (return) of a purchase transaction, the balance amount on the Bonus Account shall be reduced by the amount of the Bonuses of the refund transaction.

4.4. The Bank shall be entitled, without acceptance, at its discretion, to credit additional Bonuses to the Bonus Account outside the Terms of the Action. The assignment of additionally credited Bonuses is reflected in the Bonus account statement in Internet-banking / Smartbank.

4.5. By additional cards, Bonuses shall be accrued to the bonus account of the main cardholder.

4.6. Bonuses shall not be accrued in cases of cancellation by the Customer of a relevant instruction or suspension of its execution, as well as during the following transactions:

- receipt of cash (including via an ATM or cash issuance point);
- crediting money to the current account using a payment card;
- return to the current account using a payment card of money previously written off in payment for the goods / services;
- purchase of traveler's checks, as well as money analogues (crypto currency, electronic currency, etc.);
- purchase of foreign currency and payment of fees related to the purchase of foreign currency;
- payment of bets and betting, lottery tickets, rights to participate in prize draws or other incentives;
- money transfer;
- payment of debts to the Bank under a relevant agreement concluded with the Bank;

- payment for services of providers and payments to the budget;
- payments in the Internet / mobile banking;
- adding e-wallets.

5. The order of using the Bonuses:

- 5.1. Using the credited Bonuses shall be possible by way of:
 - 5.1.1. Making payments at any POS-terminals.
 - 5.1.2. Making payments at any Internet-shops.
 - 5.1.3. Transferring bonuses to a current account with the use of a payment card via Internet-banking.
- 5.2. The conditions of using (spending) the credited Bonuses shall be determined by Appendix No. 1;
- 5.3. The Bonuses, credited within the earlier actions of the Bank, shall be available for using (spending) within the current Action.
- 5.4. The validity of accrued bonuses is 12 months. Unused bonuses are written-off upon expiry of 12 months from the day they are credited to the bonus account.

6. Other terms of the Action

- 6.1. By any claim of the Participant of the Action, related to accrual of Bonuses within the period of effect of the Action, liability of the Bank to the Participant of the Action for violation of the terms of the Action is limited with accrual of due amount of Bonuses by the transaction disputed by the Participant of the Action. The bank shall be entitled to refuse the Customer in accrual/use of relevant Bonuses (block Bonuses) before ending an investigation of a disputed transaction.
- 6.2. The Bank shall be entitled to unilaterally introduce changes and additions to the terms of the Action, notifying the Participants of the Action on it by way of placement of electronic version of the new wording of the Action at the corporate website (www.eubank.kz) and/or SMS-notification to the Participants of the Action (at discretion of the Bank), not later than the following working day after taking a relevant decision by the authorized person of the Bank, or after approval of the Terms in a new wording by the Authorized body of the Bank, coming into force not earlier than 7 (seven) working days after the approval date/date of taking relevant decision.
- 6.3. By joining the Action, the Participant of the Action provides consent to independent tracking of changes and additions to the terms of the Action. Conducting by the Participant of the Action of transactions, satisfying the requirements of the Action, after coming into force of the new wording of the Action/decision of the Authorized person of the Bank, is confirmation of consent of the Participant of the Action with the new Terms of the Action.
- 6.4. The Bank shall be entitled to exclude any Participant of the Action from the number of the Participants of the Action without warning and due to any reason, including if the Participant of the Action does not comply with the terms of the Action and/or abuses ** them.
- 6.5. The Bank shall be entitled to suspend, restrict, and unilaterally terminate the Customer's participation in the Action without prior notice in the following cases:
 - if the Bank has reason to consider using the Action for the purposes of carrying out entrepreneurial activity, including tourism;
 - in case the Customer violates the legislation of the Republic of Kazakhstan and / or obligations assumed by the Customer within the Standard Terms for provision of banking and other services of Eurasian Bank JSC (Adhesion Contract), including if there are overdue debts under the Adhesion Contract;

- in other cases at the discretion of the Bank.

6.6. The Bank shall be entitled to send a request to the Customer for provision of checks / other documents confirming the performance of the Transaction, for which the Bonuses have been accrued. If the Client fails to provide the said documents to the Bank, the Bank shall be entitled to refuse the Customer to accrue Bonuses for the relevant Transaction.

6.7. The Bank shall not bear responsibility for correctness of MCC-code installation by the acquirer bank and shall perform crediting of Bonuses according to the information received from international payment systems as is.

6.8. For all the accrual rules involving bonus accrual events (for example, Bonus for keeping a deposit, getting a loan, etc.), the Bank shall process the event on the 3rd business day after its occurrence (loan issuance, adding a deposit) in order to exclude fraud and abuse of loyalty programs. For such events, the Participant of the Action shall receive bonuses only after being processed by the Bank.

6.9. The Bank has the right to unilaterally include / exclude Favorite categories, change the amount and / or conditions for bonus accrual in Favorite categories, include / exclude points of trade and service into the Terms of the Action.

* All transactions (opening a savings account, concluding a loan agreement, issuing a payment card) are concluded under standard terms, provided by the INDs of the Bank (obtaining required conclusions of the subdivisions of the Bank, checking relatedness to the Bank, compliance of the requirements on counter-acting laundering of criminally obtained income and the financing of terrorism, other checks within legal acts and other normative documents of the Republic of Kazakhstan).

** Abusing the terms of the Action – actions of the Participant of the Action, violating, in the opinion of the Bank, the Terms of the Action, non-compliance with the Terms of holding the Action and their requirements, taking fraudulent actions, abusing any benefits/rewards, granted within the Action, provision of misleading information, or inaccurate data to the Partners of the Bank.

If the Bank has grounds to assume that transactions with money and (or) other property of the customer are related to legalization (laundering) of criminally obtained income, recognized in compliance with laws of the Republic of Kazakhstan on counter-acting legalization (laundering) of criminally obtained income, and the financing of terrorism, further actions of the Bank employees are carried out in accordance with the requirements of the Bank's internal normative documents and the current legislation of the Republic of Kazakhstan.

Additionally, under these Terms, the following events shall be recognized by the Bank as abuse of the terms of the Action:

- Daily, periodic purchase of goods and / or services from the Customer's personal payment card for corporate needs;
- Wholesale, daily, periodic purchases of goods in supermarkets, electronics stores and other outlets;
- Execution of transfer operations on the Customer's payment cards disguised as retail in order to receive increased Bonuses;
- Opening by the Customer of a set of payment cards in his own name to bypass the restrictions on the accrual of Bonuses for the balance of money on the current account using a payment card;
- Mass, daily, periodic purchases using the Customer's payment cards, not for personal needs, in particular, purchase of air and railway tickets;
- Mass, daily, periodic purchases of goods, purchases using the Customer's payment cards not for their own needs at foreign websites;
- Daily, periodical purchases using the Customer's payment cards on online gaming sites, virtual online casinos, betting offices, online cryptocurrency sales platforms, Qiwi, PayPal, Web Money virtual purses, and their analogues;
- Topping up phone balances.