

Terms of the «PayDA» Bonus Program» Promotion

1. The main provisions

1.1. These Terms define the procedure and terms of the PayDA Bonus Program Promotion for individuals, holders of Payment Cards of Eurasian Bank JSC.

1.2. The Promotion is held by Eurasian Bank JSC (hereinafter referred to as the Bank).

1.3. The validity period of the PayDA Bonus Program Promotion is from 01 July 2023, with annual automatic extension for the next calendar year, unless a decision is made by the Authorized Body of the Bank to terminate the Bonus Program.

1.4. The decision on the entry into force, termination of one-time Promotions and amendments to these Terms of the Bonus Program/Promotion is made by the Head, not lower than the level of the Managing Director in charge of the Card and Payment Business, the Digital Bank Block, within the framework of the relevant authorities.

1.5. General concepts used in these Terms and Conditions:

Promotion is a one—time campaign/activity conducted by the Bank within the framework of the Bonus Program aimed at maintaining the loyalty of Participants by accruing and crediting Bonuses to their Bonus Account for making purchases using Bank Payment Cards or conducting certain operations using banking products/services. As part of the Promotion, Participants receive additional Bonuses if the Terms of the Promotion set by the Bank are met. Promotions may have a time frame and additional conditions that should be taken into account by Participants who wish to participate in them.

A Bonus is a conditional unit provided to a Participant at the expense of the Bank's own funds when the Participant performs an Operation that meets the requirements of the Bonus Program /Promotion. Bonuses are accumulated on the Participant's special Bonus account.

1 Bonus (BNS) is equal to 1 tenge (KZT) for spending transactions using the Bank's Payment Card.

Bonus account is a special account of the Participant (the holder of the main card), opened by the Bank, which is designed to account for the accrual / use (spending) of Bonuses.

The Bonus program is a system of incentives and incentives for customers, the Bank's Payment Card holders based on accrual Bonuses for Transactions that comply with these Terms of the Bonus Program / Promotion.

Internet banking / Smartbank - A banking system for remote access to the Participant's bank accounts (<https://my.smartbank.kz>).

The favorite category is the Bonus Account option, which allows the Participant to connect to Internet Banking / Smartbank, the opportunity to receive increased Bonuses according to the MCC list determined by the Bank. The amount of increased Bonuses for your Favorite category is indicated in Appendix No. 1 to these Terms.

Operation — Participant's activity, including spending operations on the Bank resources, storing money on deposits, Retail operations, storing funds in current accounts using Bank Payment Cards, and other operations subject to the terms of the Bonus Program /Promotion, according to the results of which the Bank accrues Bonuses.

Partner is an organization that concluded a cooperation agreement with the Bank within the framework of the Bonus Program/Promotion, allowing the Participant to receive privileges (discounts on goods/services, increased bonuses, etc.) in the Partner's trade and service enterprises.

Payment card is a Payment Card issued by the Bank, of the VISA/MasterCard payment system, opened by the Bank to the Participant on the basis of an application and other documents in accordance with the requirements of the Bank's internal normative documents. The payment card can be issued by the Bank in electronic form (digital card) and/or in the form of a plastic/metal card.

Terms of the Promotion are events, the occurrence of which entails the Bank's obligations to transfer Bonuses to the Participant's Bonus Account in the amount and in the manner specified in Appendix No. 1 to these Terms or by the decision of the Authorized Person.

The authorized person is the head, not lower than the level of the Managing Director in charge of the Card and Payment Business of the Digital Bank Block, who is authorized to make a decision on the commissioning, termination of one-time Promotions and amendments to these Terms of the Bonus Program/Promotion.

The Authorized Body is a collegial body of the Bank with the authority to make a decision on the entry into force and termination of the Promotion/Bonus Program.

Participant* is an individual, resident/non—resident of the Republic of Kazakhstan, namely the holder of a VISA/MasterCard Payment Card issued by the Bank, who conducted an Operation corresponding to these Terms of the Bonus Program / Promotion.

E-com is an expense transaction for payment for goods and services made on the Internet using a Bank Payment Card. This attribute is transmitted by the international payment system with the rest of the transaction attributes.

MCC (Merchant Category Code) is the code of the type of outlet for classifying trade and service enterprises by the type of their activity. This code is assigned by the Acquiring Bank to the trading and service company.

A POS-terminal is an electronic device for accepting Payment Cards for payment.

Retail operation is an expense operation for paying for goods and services using Bank Payment Cards in POS terminals of trade and service enterprises and on the Internet (E-com).

2. General terms

2.1. The essence of the Bonus program:

2.1.1. Accrual of Bonuses to the Participant and crediting them to the Bonus account.

2.1.2. The use (spending) of Bonuses by the Participant.

2.2. Each Transaction is involved in the Bonus Program, the date of which falls during the period of the Bonus Program, the Promotion and complies with these Terms of the Bonus Program / Promotion.

2.3. The number of accrued Bonuses and the types of Transactions participating in the Bonus Program/Promotion are determined by Appendices No. 1, 2 to these Terms or by the decision of the Authorized Person.

3. The order of participation

3.1. In order to become a Member of the Bonus program /Promotion, you must:

3.1.1. Open a current account with the Bank using a Payment Card or have a valid current account with the Bank using a Payment Card at the time of the Promotion.

3.1.2. During the Promotion period, perform an Operation that complies with these Terms of the Bonus Program/Promotion. All individuals, namely the Bank's Payment Card holders who meet the present Terms of the Bonus Program /Promotion, automatically become Participants in the Bonus Program/Promotion. The Participants of the Bonus Program/Promotion give their consent to participate in the Bonus Program/Promotion and agree to follow these Terms of the Bonus Program/Promotion.

3.2. The Bank automatically opens a Bonus Account for the Participant (the holder of the main card).

3.3. Viewing the balance and movements (receipts/expenses) on the Bonus Account are available to the Participant (the holder of the main card) in Internet banking / Smartbank.

3.4. To receive increased bonuses, the Participant (the holder of the main card) must activate the necessary Bonus account option in the Favorite categories section in Internet Banking / Smartbank.

4. The procedure for crediting Bonuses

4.1. The amount of credited Bonuses is calculated by the Bank upon processing Transactions that comply with these Terms of the Bonus Program/Promotion, and becomes available for display on the Bonus Account within fifteen (15) calendar days for Bonuses accrued by the Bank in the Entertainment category and three (3) business days for all other categories.

4.2. The amount of Bonuses is rounded down to hundredths of an integer, then this amount is credited to the Participant.

4.3. In case of cancellation (refund) of the Operation, the amount of the balance on the Bonus Account is reduced by the amount of the Bonuses of the refund Operation.

4.4. The Bank has the right, at its discretion, to transfer additional Bonuses to the Bonus Account outside of the present Terms of the Bonus Program/Promotion. The purpose of additionally credited Bonuses is reflected in the statement of the Bonus Account in Internet Banking / Smartbank.

4.5. For additional cards, Bonuses are credited to the Bonus Account of the main Payment card holder.

4.6. Bonuses are not awarded in cases where the Participant cancels the relevant instruction or suspends its execution, as well as during the following Operations:

- receiving cash (including through an ATM or cash withdrawal point);
- crediting to a current account using a money Payment card;
- refund to the current account using a Payment card of money previously debited from a Retail transaction;
- 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 wagers, lottery tickets, rights to participate in prize draws or other incentives;
- money transfer;
- payment of debts to second-tier banks of the Republic of Kazakhstan under the relevant agreement;
- if there are restrictions/arrests on the Participant's accounts. Imposed on the basis of current legislation, including, but not limited to: authorized bodies, second-tier banks, bailiffs;
- payment for business and B2B services;
- replenishment of electronic wallets;
- purchase of telecommunication equipment, including telephone sales;
- payment for advertising services;
- payment in pawnshops;
- payment of bailiffs and/or court services/fees;
- payment for public services.

The list of MCC codes and trade and service enterprises for which Bonuses are not accrued is reflected in Appendix No. 2 to these Terms.

5. The procedure for using Bonuses

5.1. The use of credited Bonuses is possible by:

5.1.1. Conducting any Retail operation, except for the Operations specified in clause 5.4 of these Terms (you must first activate the spending of bonuses in Online Banking / Smartbank);

5.1.2. Making payments in Internet banking / Smartbank.

5.2. Bonuses accrued on previously valid Promotions of the Bank are available for use (spending) within the framework of the current Promotion.

5.3. Bonuses are valid for 12 months. Unused Bonuses are debited from the Bonus Account after 12 months from the date they were credited to the Bonus Account.

5.4. The Bank cancels the Participant's Bonuses in case the Participant (the main account holder) closes all current accounts using Payment Cards opened in his/her name at the Bank.

5.5. The use of Bonuses is not allowed in cases where the Participant cancels the relevant instruction or suspends its execution, as well as during the following Operations:

- receiving cash (including through an ATM or cash withdrawal point);
- refund to the current account using a Payment card of money previously debited from a Retail transaction;

- 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 wagers, lottery tickets, rights to participate in prize draws or other incentives;
- money transfer;
- payment of debts to the second-tier banks of the Republic of Kazakhstan under the relevant agreement;
- if there are restrictions/arrests on the accounts of the Participant (the holder of the main card). Imposed on the basis of current legislation, including, but not limited to: authorized bodies, second-tier banks, bailiffs;
- payment for business and B2B services;
- replenishment of electronic wallets;
- purchase of telecommunication equipment, including telephone sales;
- payment for advertising services;
- payment in pawnshops;
- payment of bailiffs and/or court services/fees;
- payment for public services.

6. Other terms of the Bonus Program

6.1. For any claim of the Participant related to the accrual of Bonuses during the period of the Bonus Program and the Promotion, the Bank's liability to the Participant for violation of the terms of the Bonus Program /Promotion is limited to the accrual of the appropriate amount of Bonuses for the Operation disputed by the Participant. The Bank has the right to refuse to transfer/use the relevant Bonuses to the Participant (to block Bonuses) until the investigation of the disputed Transaction is completed.

6.2. The Bank has the right to unilaterally amend and supplement these Terms of the Bonus Program, including by approving the Terms in a new version.

6.3. At the same time, the Bank notifies the Participants about this by posting an updated electronic version of these Terms in one of the following ways:

- on the official website of the Bank (www.eubank.kz);
- via SMS notification.

The Participants are informed no later than seven (7) calendar days from the date of the relevant decision by the Authorized Person/by the Authorized Body.

6.4. By joining the Bonus Program/Promotion, the Participant agrees to independently monitor the changes and additions made by the Bank to the Terms of the Bonus Program/Promotion. Making Transactions by a Participant that meet the requirements of the Bonus Program / Promotion after the entry into force of changes /additions / new edition of the Terms of the Bonus Program / Promotion is a confirmation of the Participant's agreement with the new Terms of the Bonus Program / Promotion.

6.5. The Bank has the right, without acceptance, to debit Bonuses from the Participant's Bonus Account outside these Terms of the Bonus Program/Promotion, as well as from the Bonus Accounts of blocked Participants, for any reason, including if the Participant does not comply with these Terms of the Bonus Program/Promotion and/or abuses them**.

6.6. The Bank has the right to exclude, suspend, limit, and unilaterally terminate the Participant's participation in the Bonus Program/Promotion for any reason, including if the Participant does not comply with these Terms of the Bonus Program/Promotion and/or abuses them, without prior notice in the following cases, but not limited to these cases:

- if the Bank has grounds to consider the use of the Promotion by the Participant for the purpose of conducting business, including tourism activities;

– in case of violation by the Participant of the legislation of the Republic of Kazakhstan and/or obligations assumed by the Participant within the framework of the Standard Terms for the Provision of Banking and Other Services of Eurasian Bank JSC (Accession Agreement), posted on the Bank website www.eubank.kz, including in the case of overdue debts under the Adhesion Agreement;

– in other cases, at the discretion of the Bank.

6.7. The Bank has the right to send a request to the Participant for the provision of checks/other documents confirming the Transaction for which Bonuses were accrued. If the Participant fails to provide the specified documents to the Bank, the Bank has the right to refuse to charge Bonuses to the Participant for the corresponding Operation.

6.8. The Bank is not responsible for the correctness of the transmission of data and other signs of the Operation (for example: MCC code, e-commerce sign, etc.) from international payment systems and accrues Bonuses according to the information received, as is.

6.9. For all accrual rules involving bonus accrual events (for example, a Bonus for keeping money on deposit, etc.), the Bank accrues bonuses only after processing the event by the Bank, in order to exclude fraudulent actions and abuse of the Bonus Program/Promotion.

6.10. The Bank has the right to unilaterally include/exclude Favorite Categories, change the amount and/or conditions for awarding Bonuses in Favorite Categories/Promotions, include/exclude trading and service points, MCC codes in the Bonus Program/Promotion, without prior notification to Participants.

**All transactions (opening a savings account, concluding a loan agreement, issuing a Payment Card) are concluded on the Standard Terms of provision of banking and other services of Eurasian Bank JSC (Adhesion Agreement) provided for by the Bank's internal normative documents (obtaining the necessary conclusions from the Bank subdivisions, checking for relatedness to the Bank, compliance with anti-corruption requirements money laundering and the financing of terrorism, other checks within the framework of legislative acts and other regulatory documents of the Republic of Kazakhstan).*

***Abuse of the terms of the Bonus Program/Promotion — actions of the Participant that violate (in the opinion of the Bank) the Terms of the Promotion, non-compliance with the Terms of the Promotion and their requirements, committing fraudulent actions, abuse of any privileges/incentives provided within the framework of the Promotion, providing misleading information or incorrect information to the Bank Partners.*

If the Bank has reason to believe that transactions with money and (or) other property of the Participant are related to the legalization (laundering) of proceeds from crime and (or) the financing of terrorism (or other actions classified in accordance with the legislation of the Republic of Kazakhstan as countering the legalization (laundering) of proceeds from crime, and the financing of terrorism), further actions of the Bank employees are performed in accordance with the requirements of the Bank's internal normative documents and the current legislation of the Republic of Kazakhstan.

Additionally, within the framework of these Terms, the following events are recognized by the Bank as an abuse of the Terms of the Bonus Program/Promotion:

- Daily, periodic purchase of goods and/or services from the Participant's Payment Card for corporate needs;*
- Wholesale, daily, periodic purchases of goods in supermarkets, electronics stores and other retail outlets;*
- Performing transfer operations on the Participant's Payment cards disguised as Retail operations in order to receive increased Bonuses;*
- The Participant opens a variety of Payment cards in his/her name to circumvent the restrictions on accrual of Bonuses for the remaining money on the current account using a Payment card;*
- Wholesale, mass, daily, periodic purchases using the Participant's Payment cards, not for their own needs, including on foreign Internet sites;*
- Daily, periodic purchases using Participant's Payment cards on gaming websites, virtual online casinos, bookmakers, online platforms for the sale of crypto currency, replenishment of virtual wallets Qiwi, PayPal, Web Money and their analogues;*
- Replenishment of phone balances.*