

Subsidiary Organization Bank VTB (Kazakhstan) Joint Stock Company

**Guidelines for using payment cards of the international payment system
VISA International issued by SO Bank VTB (Kazakhstan) JSC**

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Table of contents:

Chapter No	Chapter title	Page No
Chapter 1	General provisions	3
Chapter 2	Terms and definitions	4-8
Chapter 3	Issue of payment cards and general guidelines for their use	8-9
Chapter 4	Personal Identification Number (PIN-code/CVV2-code)	9-10
Chapter 5	Carrying out card transactions using payment cards	10-12
Chapter 6	Re-issue of a payment card	12-13
Chapter 7	Blocking and unblocking of a payment card	13-14
Chapter 8	Suspension and termination of a payment card validity	14
Chapter 9	Payment card recovery	15
Chapter 10	SMS-notification	15
Chapter 11	«Online VTB» Internet-banking for physical persons	15
Chapter 11-1	Secure payments in Internet 3-D Secure	16
Chapter 12	Consideration and settlement of disputes	16
Chapter 13	Final provisions	16-17

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**Guidelines for using payment cards of the international payment system
VISA International issued by SO Bank VTB (Kazakhstan) JSC**

Chapter 1. General provisions

1. The present Guidelines for using payment cards of the international payment system VISA International issued by SO Bank VTB (Kazakhstan) JSC (hereinafter referred to as the Guidelines) have been drawn up in accordance with the legislation of the Republic of Kazakhstan, the Rules of the International payment system VISA International (hereinafter referred to as the IPS Rules) and determine the terms and procedure of issue and use of the international payment system VISA International payment cards issued by SO Bank VTB (Kazakhstan) JSC. The present Guidelines are general and obligatory for all the Clients and payment card Holders.

Chapter 2. Terms and definitions

2. In the present Guidelines, the terms and definitions given below are used in the following meanings:
 - 1) Activation – the procedure of cancellation of the technical limitation set by the Bank at issue of the Payment card for the Holder’s debit transactions carried out with the payment card. Payment card activation is performed at the Holder’s personal application to the Bank and at the first transaction through the Automatic teller machine with inputting of the PIN-code. An attempt to carry out a card debit transaction with the current account by the payment card Holder before the card’s activation is considered to be violation of the terms of the Payment card agreement;
 - 2) Bank – SO VTB Bank (Kazakhstan) JSC;
 - 3) Automatic teller machine – an electronic mechanical device that allows payment card Holders to get cash and use other payment card services of the Bank;
 - 4) Blocking of a payment card – full or temporary ban on payments with the use of the payment card;
 - 5) Payment card Holder – a physical person, in the name of which a payment card is issued, who has a right to use this payment card in accordance with the terms of the corresponding Payment card agreement, the IPS Rules, and the present Guidelines;
 - 6) Payment card agreement – an agreement concluded between the Bank and the Client on the basis of a corresponding statement of accession, an application for the issue of an extra card, which is an integral part of the agreement, in accordance with which the payment card is issued, and services of the type selected by the Client and in the Client-selected currency (tenge, US dollars, euro, ruble), and opening of a current account, to which the payment card is attached, including the cases specified by the Bank, with provision of a pre-approved credit by the Bank. Full title of the Payment card agreement:
 - a) for debit payment cards – accession agreement on opening of a current account in the name of a physical person and on issue and use of a debit payment card of the VISA International payment system;
 - b) for debit corporate payment cards - accession agreement on opening of a bank current account in the name of a legal person and on issue and use of a debit payment card of the VISA International payment system;
 - c) for credit payment cards – an agreement on opening of a current account and on issue and use of a VISA International payment system credit card with a pre-approved credit;
 - d) for debit payment card Visa Virtuon - accession agreement on opening of a current account in the name of a physical person and on issue and use of a debit payment card Visa Virtuon of the VISA International payment system.

- 7) Information payment terminal (IPT) – a hardware and software package that receives payments from physical persons in the self-service mode and provides reference information.
- 8) Card transaction – any transaction carried on with the current account with the use of the Payment card or its details (number and validity period), including payments, money transfer, payment for goods and services, getting cash, currency exchange, and other transactions carried out with the use of the Payment card or its details in accordance with the effective legislation of the Republic of Kazakhstan, the present Guidelines, and the Payment card agreement;
- 9) Client – a physical or legal person that has concluded or has an intention to conclude a Payment card agreement with the Bank and, upon conclusion of the Payment card agreement, a current account owner;
- 10) Instant payment card – Visa Instant Issue payment card, the main feature of which is its instant issue in any of the Bank’s branches. An instant payment card is provided to the Client immediately upon the Client’s application to the Bank;
- 11) «VISA International» International payment system (hereinafter - IPS) – an association of financial institutions and/or organizations carrying out transaction exchange and mutual settlements between the parties – participants under one trademark of Visa International;
- 12) Payment card – a credit/debit card, a means of access to the current account money through electronic terminals or other devices, intended for card transactions carried out with the Client’s current account money or a loan(-s) granted to the Client by the Bank within the pre-approved credit in accordance with the Payment card agreement/Pre-approved credit agreement, also in the insufficiency and absence of current account money, and for carrying out other transactions specified by the Bank under its terms and conditions, excluding technical card overdraft. All Payment cards have the Bank’s logo;
- 13) Payment card re-issue – production of a new Payment card with a new number and PIN-code (for Visa Virtuo CVV2-code). The Payment card current account remains the same;
- 14) A trade and service enterprise (hereinafter - TSE) – a legal person and a physical person carrying on business without incorporation, a private notary, a private judicial enforcement agent, a lawyer, taking Payment cards for noncash payments for the goods and/or services/works;
- 14-1) 3-D Secure Program (Technology) – a service of the VISA International payment system that allows the Clients/ Payment card Holders carry out settlements in the Internet with VISA payments cards issued by the Bank more securely. Connection of a Client/ a Payment card Holder to the 3-D Secure is free.

- 15) Stop-list – a list of Payment card numbers prohibited from use and subject to recovery at their presentation. The stop-list is formed by the IPS based on written requests of issuing banks. Stop-lists can be issued for different regions of the world separately;
- 16) Bank's service rates – the list of the bank services provided by the Bank on a fee basis and to be paid for by the Client, containing their prices and/or scopes. A Client/ a payment card Holder is considered to be duly informed by the Bank about the services provided by the Bank and the Bank's service rates, as well as about the changes in the Bank's rates (except limitations set by the legislation of the Republic of Kazakhstan), when this information is presented in the customer service area and at the Bank's official web-site: <http://www.vtb-bank.kz/> in terms specified by the deed of accession on opening of a current account in the name of a physical person and by the agreement on issue and use of VISA International debit payment card. The Client/ the Payment card Holder understand and unconditionally agree that the Bank's obligations are limited to timely notification by the specified means, and the Clients/Payment card Holders shall be obliged to familiarize themselves with the necessary information and keep in touch with the Bank. The present clause does not apply to the rates that are established by the Parties by signature of corresponding amendments to agreements/contracts for provision of Payment card credits/loans, unless otherwise specified by the legislation of the Republic of Kazakhstan;
- 17) Current account – a bank account opened by the Bank in the name of a Client on the basis of the Payment card agreement;
- 18) Technical card overdraft – exceeding of the Payment card transaction amount not agreed between the Bank and the Client over the payment limit that occurred due to the currency fluctuation, charging of extra fees, and in other cases caused by the peculiarities of Payment card maintenance;
- 19) Acquirer – a bank or an organization carrying out certain bank transactions that shall accept the money that was received by the entrepreneur and/or perform other actions specified by the agreement with the entrepreneur according to the terms of the agreement with an entrepreneur and/or the terms of a payment document executed with the entrepreneur at carrying out a payment card settlement. An acquirer is also a bank that issues cash and/or renders other services on settlements and money transfer via payment cards to payment card holders that are not clients of this bank;
- 20) Issuing bank – a bank that issues payment cards;
- 21) Authorization center – the Bank's structural division that performs voice authorization, the client's account monitoring, and provides advisory support for the clients;

- 22) CVV 2-code (Card Verification Code) – a special 3-digit code indicated on the reverse side of the Payment card (CVV2-code for Visa Virtuon Payment cards is given in the PIN-envelope), designed for confirmation of Card transactions, when the Payment card Holder is not physically present at the place and time of payment (for example, in the Internet);
- 23) POS-terminal («POS» –Point Of Sale terminal) – an electronic mechanical device for noncash payments and dispensing of cash, by means of which a Card transaction is carried out by reading of the necessary information from the Payment card's magnetic strip or microchip.

Chapter 3. Issue of payment cards and general guidelines for their use

3. The procedure of a Payment card issuance (emission) is determined by the Bank. In the event of a positive decision concerning issuance (emission) of a Payment card, the Bank issues a Payment card to the Holder and opens a current account in the name of the Client for accounting of Card transactions chargeable by fees according to the Bank's rates and the procedure established by the Bank.
4. The face of the Payment card contains the following:
 - 1) 16-digit Payment card number;
 - 2) Validity period of the Payment Card (in the following format: two digits of a month / two last digits of a year; a Payment card is valid till the last day of the month indicated thereon, including)
 - 3) The name and surname of the Payment card Holder (except Instant payment cards, on the face of which the Holder's name and surname is not indicated).
 - 4) Chip – a microprocessor data storage medium built into the card (except Visa Virtuon).
5. The reverse side of the Payment card contains the following:
 - 1) Magnet strip – a data storage medium in the form of a flexible strip, covered by a thin magnet layer (except Visa Virtuon);
 - 2) Signature panel – a special layer for the Payment card Holder's signature, which serves for checking the signatures on payment documents generated with the help of the Payment card when the Payment card Holder's signature is required to confirm the Card transaction (except virtual payment cards);
 - 3) CVV2-code;
 - 4) The Bank's address and telephone (multiline).
6. A Payment card can be used only by a person, in the name of which the Payment card was issued, or by the Payment card Holder's authorized representative provided the latter presented a notarized letter of attorney executed in accordance with the legislative requirements of the Republic of Kazakhstan and the Bank's.

A Payment card presented by an unauthorized person without a notarized letter of attorney shall be withdrawn.

Chapter 4. Personal Identification Number (PIN-code/CVV2-code)

7. When a Payment card holder receives a Payment card and an envelope with a PIN-code (CVV2-code for Visa Virtuon Payment cards) he/she shall make sure the Payment card is not damaged, the Holder's name and surname are written correctly on the card, the envelope with the PIN-code is intact (CVV2-code for Visa Virtuon Payment cards), and put a signature on the special signature strip on the reverse side of the Payment card (Visa Virtuon Payment card has no signature strip). The envelope with the PIN-code (CVV2-code for Visa Virtuon Payment cards) shall be opened only by the Payment card Holder. It is recommended that the envelope with the PIN-code (CVV2-code for Visa Virtuon Payment cards) is destroyed immediately after its opening.
8. The Payment card Holder shall follow certain rules for ensuring the secrecy of the PIN-code (CVV2-code for Visa Virtuon):
 - 1) If the PIN-code/CVV2-code is recorded somewhere by the Payment card Holder, the Payment card and the record shall be kept separately;
 - 2) The Holder shall not let anybody see the combination of the PIN-code digits input on an electronic device keyboard;
9. When the PIN-code digits are input on the displays of Automatic teller machines/electronic devices, they are not shown, but are replaced with conventional symbols. It is important to make no mistakes when inputting. If a wrong PIN-code is entered 3 (three) consecutive times (with any time interval, on one or different electronic devices) (there are no limitations for wrong inputs of CVV2-code), after the forth mistake the Payment card is blocked automatically. To unblock the Payment card, the Holder shall contact the Authorization centre and clear the PIN-code counter. If the Payment card Holder forgets the PIN-code, then it is necessary to contact the Bank and write an application for replacement of the Payment card. The Client will get a new PIN-code with the new Payment card.

Chapter 5. Carrying out card transactions using payment cards

10. The possibility to use Payments cards is determined by the presence of special IPS logos to inform the Payment card Holders about the possibility to use Payment cards in the given outlet.

11. When carrying out Card transactions, other transactions and/or providing services under the Payment card agreement, identification/authorization of the Payment card Holder is performed:
- 1) when carrying out transactions through the Bank branches/Acquirer/IPS – on the basis of entering the correct PIN-code, the Payment card Holder's identification document, and the signature on the reverse of the Payment card;
 - 2) when carrying out transactions through self-service devices - on the basis of entering the correct PIN-code;
 - 3) when carrying out transactions through remote communication links (in the Internet) - on the basis of entering the correct CVV2-code and entering the 3-D Secure dynamic password (when carrying out payments using the 3-D Secure technology).
12. A card transaction for a valid Payment card on cash withdrawal (in the Bank branch, via POS-terminal/Automatic teller machine), when the correct PIN-code is entered, and there are no limitations on debit transactions with the Payment card current account (arrest, payment request-order, collection order) can be disapproved for the following reasons:
- 1) the amount requested cannot be dispensed with the banknotes available in the Automatic teller machine. In this case, it is necessary to request an amount divisible by the minimum nominal value of banknotes indicated in the instructions to the given Automatic teller machine;
 - 2) the requested amount exceeds the balance on the Current account established by the Bank/Acquirer/Client available for withdrawal. It is necessary to contact the Bank or the Acquirer and find out the reason for disapproval;
 - 3) the requested amount exceeds the one-time withdrawal limit for the Current account determined by the dimensions of the cash-dispensing unit. In this case, the amount shall be divided into parts, and the transaction shall be repeated;
 - 4) the requested amount exceeds the sum of money available for the Payment card Holder. In this case, it is recommended that a smaller amount is requested. To know the available amount it is necessary to call the print out/display function to see the balance on the Current account.
13. When carrying out Card transactions via IPS:
- 1) If the currency of the Payment card current account and the Card transaction currency are not US dollars, the money is converted according to the exchange rate established by the IPS and the Bank. In this case, the Card transaction amount is converted to US dollars according to the exchange rate established by the IPS. The exchange rate and the conversion procedure are established by the IPS without the Bank's or the Client's participation. The Bank converts the incoming money according to the exchange rate established by the Bank for the day of receipt of financial confirmation on the Card transaction from the IPS. The

difference between the amount of the Card transaction carried out by the Client and the Card transaction amount reflected on the Payment card current account cannot be a ground for a claim by the Client;

- 2) If the Card transaction currency is not US dollars, and the Payment card current account currency is US dollars, the money is converted according to the exchange rate established by the IPS. The exchange rate and the conversion procedure are established by the IPS without the Bank's or the Client's participation;
 - 3) If the Card transaction currency is US dollars, and the Payment card current account currency is not US dollars, the money is converted according to the exchange rate established by the Bank for the day of receipt of financial confirmation on the Card transaction from the IPS;
 - 4) If the Card transaction currency and the Payment card current account currency are tenge/US dollars, no conversion is carried out. If in this case the money is converted by the Bank, the Bank charges fee according to the Bank's rates.
14. If the Payment card Holder receives cash on the current account or pays for goods, works, and/or services via the Payment card (except Visa Virtuon), The Payment card Holder in a TSE needs to:
- 1) present an identification document;
 - 2) present other documents provided for by the regulation of the Republic of Kazakhstan and/or the Bank's internal documents;
 - 3) enter the Payment card PIN-code.
15. The Bank is entitled to block (suspend) money in the authorization amount without any additional notification provided to the Client, and suspend Card transactions. This provision is specified in the Payment card agreement.
16. In the absence of the identification document and/or other documents provided for by the regulation of the Republic of Kazakhstan and/or the Bank's internal documents, the Payment card holder can be refused the Card transaction.
17. The client shall bear responsibility for all the Card transactions carried out by the Payment card current account (using the Payment card, including additional payment cards), and for redemption of the total debt amount for the Current account, for compensation of damage/ loss, etc caused to the Bank, and for all expenses/costs incurred by the Bank as a consequence.
18. The Payment card Holder shall keep the documents confirming carrying out of Card transactions (checks, slips, etc) for not less than 60 (sixty) calendar days from the Card transaction date and present them:
- 1) to the Bank upon its request for settlement of disputes;
 - 2) authorized public authorities to justify the legitimacy of the money receipt and their spending on the Current account using the Payment card;
 - 3) in other cases provided for by the regulation of the Republic of Kazakhstan and/or the Bank's internal documents.

Chapter 6. Re-issue of a Payment card

19. The Payment cards are not re-issued automatically. In the event of expiration, loss, stealing, damage, disclosure or loss of the PIN-code /CVV2-code, the Payment card is re-issued on the basis of the Client's written request and upon presentation of the Payment card to the Bank (if available).
20. For the Payment card re-issue, the Client shall contact the Bank. Re-issue of the Payment card is performed in the Bank branch determined by the Client at application to the Bank for the Payment card re-issue. The fee for the Payment card re-issue is charged in accordance with the Bank's rates in effect for the date of re-issue taking into consideration the provisions of the laws of the Republic of Kazakhstan and/or the Bank's internal documents, and/or the corresponding agreements/contracts concluded with the Client.

Chapter 7. Blocking and unblocking of a Payment card

21. The Bank blocks a Payment card in the following cases:
 - 1) Receipt of a notification from the Client/ Payment card Holder about loss, stealing, or unauthorized use of the Payment card;
 - 2) On the basis of resolutions/ enactments of authorized public authorities and/or officials regarding suspension of debit transactions on accounts, arrest of money on current accounts in accordance with the procedures established by the legislation of the Republic of Kazakhstan and/or in other cases provided for by the Payment card agreement/ Pre-approved credit agreement.
 - 3) Failure by the Payment card Holder to fulfill his/her obligations under the Payment card agreement or under other agreements between the Bank and Client/Payment card Holder;
 - 4) Violation of the IPS's rules;
 - 5) Other cases provided for by the Payment card agreement.
22. The Payment card is unblocked in the following cases:
 - 1) If the Payment card was blocked upon the request of the Client/ Payment card Holder – only on the basis of the Client's/ Payment card Holder's written request, when further use of the blocked Payment card is safe for its Holder, when the Client/ Payment card Holder's obligations before the Bank under the Payment card agreement have been fulfilled, as well as after release of the arrested money on the Client's current account, or re-commissioning of the Client's Current account debit transactions in accordance with the legislation of the Republic of

Kazakhstan, or upon redemption of overdue indebtedness on the Client's /third parties' obligations;

- 2) When the Payment card is blocked by the Bank/ based on the decision/enactment of authorized public authorities and/or officials regarding suspension of debit transactions and arrest of money on current accounts, - by the Bank based on the decision/enactment of authorized public authorities and/or officials regarding recommencement of transactions.

Chapter 8. Suspension and termination of a Payment card validity

23. In the event of violation by the Client/ Payment card Holder of the Payment card agreement and other agreements concluded between the Bank and the Client/ Payment card Holder, including suspicions of the Payment card abuse, and in the event of an indebtedness, the Bank without a pre-notification of the Client\ Payment card Holder is entitled to:

- 1) Block the Payment card till elimination of the violations by the Client/ Payment card Holder and (or) redemption of the indebtedness to the Bank;
- 2) Terminate the Payment card validity without a possibility of its further use;
- 3) Refuse re-issue of the Client/ Payment card Holder' payment card (extra payment card);
- 4) Place the Payment Card on the Stop-list;
- 5) Demand early return of the Payment card;
- 6) Suspend or terminate provision of SMS-notifications to the Client/ Payment card Holder;
- 7) In other cases provided for by the Payment card agreement, other agreements/contracts, the provisions of which concern the procedure of the Payment card(s) use/ servicing, the IPS Rules, the legislation of the Republic of Kazakhstan, and/or the present Guidelines.

Chapter 9. Payment card recovery

24. The Bank has a right to recover the Payment card from the Payment card Holder in the following cases:

- 1) Expiration of the Payment card;
- 2) Failure by the Payment card Holder to fulfill his/her obligations provided for by the Payment card agreement;

- 3) The Payment card Holder's refusal of the Payment card;
- 4) Termination of the Payment card agreement.

Chapter 10. SMS-notification

25. According to the procedure determined by the Bank, the Client/ Payment card Holder can use the following information service based on the technology of «SMS-notifications sent to mobile telephone numbers»:

- 1) Get information about the Card transaction on the Current account;
- 2) Get notifications about the change in the available balance on the Current account (both of increase and decrease), which would allow quick tracing of inflow and withdrawals from the Current account without inquiries to the Bank.

Chapter 11. «Online VTB» Internet-banking for physical persons

26. According to the procedure determined by the Bank, the Client/ Payment card Holder can use the remote banking service (RBS) «Online VTB» Internet banking for physical persons. The Internet-banking system provides the following types of services to registered users:

- 1) Information banking services – information about all the Client's/ Payment card Holder's bank accounts;
- 2) Transaction banking services – payment operations that allow the users to pay for services. Intra-bank and interbank transfers;
- 3) Submission of electronic applications – applications for issue/ reissue /blocking of a payment card;
- 4) Extra services – urgent blocking of the Payment card in case of its loss or stealing.

Chapter 11-1. Secure payments in Internet 3-D Secure

26-1. All the Bank's Payment cards are connected to 3-D Secure at opening of access to buying and payment for goods and services in the Internet.

26-2. If the Client/ Payment card Holder refuses from 3-D Secure, the Client/ Payment card Holder shall assume all possible risks and their consequences connected with payment for goods and services in the Internet and shall have no claims to the Bank in the future.

26-3. To enable / disable the service or refuse the service, the Client/ Payment card Holder shall contact the Bank branch.

Chapter 12. Consideration and settlement of disputes

27. The Payment card Holder shall submit a written application to the Bank for all disputes.
28. The procedure of consideration of the Client's application and compensation of losses to the Client connected with unauthorized payments carried out via the Payment card with indication of the terms of consideration and compensation of losses, the procedure of consideration of other requirements of the Client on Card transactions with indication of the terms of consideration and compensation of possible losses are determined in the corresponding Payment card agreement.

Chapter 13. Final provisions

29. On all issues not provided for by the present Guidelines, the Parties shall be guided by the effective legislation of the Republic of Kazakhstan, the Bank's internal documents, IPS rules insofar as they are not in conflict with the legislation of the Republic of Kazakhstan, the Payment card agreement, other agreements/ contracts, the provisions of which concern the procedure of the Payment card's use and servicing. In the event of any contradictions between the IPS Rules and the present Guidelines, and/or other agreements/ contracts, the provisions of which concern the procedure of the Payment card's use and servicing, the corresponding IPS Rules shall apply.
30. The Bank shall not be liable for situations that are beyond its control, which are connected with failures in operation of the external payment systems, calculation, data processing and transfer.
31. The present Guidelines are drawn up in Russian and in the official language. In case of any contradictions between the official language and the Russian versions of the Guidelines, the Russian text shall prevail.

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