

PAYMENT CARD USE CONDITIONS

1. GENERAL PROVISIONS

1.1. These conditions are based on the rules of Visa International and MasterCard International international payment systems.

1.1. Payment cards use is regulated by the legislation of Ukraine, the NBU's regulatory acts, agreements between the Bank and the client for opening and servicing of card account, by application for opening and servicing of card account (hereinafter referred to as the Application), as well as by these Conditions.

2. TERMINOLOGY

2.1. Bank means "PRAVEX-BANK" PJSCCB.

2.2. Payment card (hereinafter referred to as the Card) is special payment means as issued plastic card used for initiating of money transfer from payer account or from appropriate account of the Bank to pay for goods and services, transfer of money from personal accounts to the accounts of other persons, receiving of money in cash in cash desks of the banks and through ATMs, as well as performance of other operations stipulated by the appropriate agreement.

2.3. Client – individual or legal entity that concluded the Agreement with the Bank for card account opening and servicing.

2.4. Cardholder means an individual in whose favour the Card was issued.

2.5. Authorized representative individual – Cardholder, specified in the Agreement between the Bank and the Client which was entrusted by the Client to perform operations with corporate card at the expense of part or all funds on card account.

2.6. PIN-code means personal identification number (four-digit number), known only to the Cardholder and required for its identification while operations performing with the Card use.

2.7. Private card means the card issued in favour of the Client-individual under the Agreement for card account opening and servicing, with the help of which it is possible to perform operations stipulated by the Agreement with the client.

2.8. Corporate card means a card issued in favour of the Authorized representative of the client – legal entity or the client-individual entrepreneur, with the help of which it is possible to perform operations stipulated by the Agreement with the Client.

2.9. Deposit card means card issued in favour of the client-individual under banking deposit Agreement for interest getting and principal deposit amount which were previously accrued for the client and entered to his/her card account in compliance with conditions of the banking deposit Agreement and performance of other operations stipulated by the Agreement for card account opening and servicing.

2.10. Pension card means a card issued in favour of the individual client under Agreement for card account opening and servicing for getting of pension amount and pecuniary aid transferred to the client by bodies of Pension Fund or Social Security authorities, and performance of other operations stipulated by the Agreement for card account opening and servicing.

2.11. Salary card means a card issued for the hired by the corporate client persons under Agreement on payment cards issue for salary payment, for entering of salary, bonuses, advance payments and compensation of business trip expenditures, as well as performance of other operations stipulated by the Agreement for card account opening and servicing.

2.12. Instant card means a card opened by the Bank to the separate card account which can be issued upon the first request of the Client to the Bank, and on which there is no name and surname of the Client, with the help of which it is possible to perform operation stipulated by the Agreement with the Client.

2.13. Multicurrency card account means an account maintained in several currencies (UAH, USD, EUR) under every of which there is separate balance for separate settlements.

2.14. Overdraft/credit means loanable funds of the Bank in form of funds on card account provided for temporal use of the Client.

2.15. expenditure limit of the Card means the amount in card account currency, within which it is allowed to perform payments to the holders of basic and supplementary Cards (for corporate cards – holders of all Cards to card account). Expenditure limit of the Card can include own funds of the client and overdraft limit or credit limit issued to the Client by the Bank.

- 2.16. Irreducible balance means minimum amount of client's funds on card account stipulated by the tariffs of the Bank or by decision of the Committee of the Bank on the issues of decisions taking on card account opening and Card issue which should be kept on card account for the validity term of the Card and can not be used by the Client.
- 2.17. Reporting month means the last month under which monthly statement on card account was formed.
- 2.18. Unauthorized overdraft means excess of expenditure amount under card account over funds balance on card account and overdraft limit/credit limit that can be provided by the Bank.

3. SAFETY REQUIREMENTS

- 3.1. The Card is issued being blocked for the security of the funds of the holder. While the Card receiving Cardholder is obliged to immediately sign an appropriate space of the Card at presence of the Bank's employee. Card deblocking is performed in compliance with the conditions of the Agreement with the Client.
- 3.2. Only holder of the Card is entitled to use the Card.
- 3.3. PIN-code together with the Card shall be submitted to the Cardholder in special envelope. Cardholder should remember PIN-code and by means of signing the quittance confirm the fact of PIN code receiving in closed envelope as well as the Card, to destroy PIN-envelope and keep PIN-code secret in future. PIN-code is known only to the Cardholder, lost PIN-code is not subject to restoration.
- 3.4. Cardholder should take measures to prevent the Card or PIN-code loss and their illegal use and not to keep the Card and PIN-code together in any case.
- 3.5. In case of detection of the Card or PIN-code loss or receiving of the notice about their illegal use, as well as if due to any reasons the Card is not returned to its holder by the ATM, the Cardholder should immediately inform the Bank about it by telephones of PRAVEX-BANK: +38 044 201 16 17, 8 800 500 4 500 (twenty four hour, free of charge within Ukraine).
- 3.6. The Card use in the point of sale and in the point of cash issue should be performed at presence of the Cardholder.
- 3.7. To check whether the bearer is its legal holder, while purchase performing or cash receiving in the Bank, employees of the servicing organization are entitled to require to present passport or another identification card.
- 3.8. The Bank reserves its right to determine limit of one time spending amount, as well as limit of operations per day (week), and limit or suspend right to use the Card and card account without prior notice in case if the Client violated these conditions.

4. CARD USE

- 4.1. Card validity. Issue/reissue of the Card:
 - 4.1.1. Card validity is indicated on the front face of the Card (month and year). The Card is valid to the last calendar day of the indicated month.
 - 4.1.2. Upon the initiative of the Client, the Card can be reissued before its expiry date, indicated in the item 4.1.1., in compliance with the tariffs of the Bank.
 - 4.1.3. When the reissued Card is received, the Cardholder should return the expired Card. The Bank liquidates the expired Card.
- 4.2. Spending limit of card account to instant Maestro Prepaid cards is set in the amount of USD/EUR 2500 per month or equivalent in the national currency of Ukraine.
- 4.3. Card use:
 - 4.3.1. The Card can be used for payment for goods and services in the trading network which accepts for payment corresponding type of the Card, or for cash receiving in the point of cash issue or in the ATM.
 - 4.3.2. Domestic type cards can be used only within territory of Ukraine.
 - 4.3.3. Usage of corporate card for cash receiving and cashless payment for goods/services is regulated by the NBU rules, and responsibility for target use of funds on card account is borne by the Client.
 - 4.3.4. Cirrus/Maestro, Visa Electron, Prepaid, Visa Classic Authorization Preferred, Visa Virtuon or Visa Business Electron Cardholder is obliged to perform operations with the use of the Card within funds balance on card account to avoid unauthorized overdraft. Unauthorized overdraft on card account of such a Card is not acceptable.
 - 4.3.5. Overdraft on card account of MasterCard Electronic, MasterCard Electronic Business, Visa Classic, MasterCard Standard, Visa Business Silver, MasterCard Business, Visa Gold, Visa

Business Gold, MasterCard Gold, Visa Platinum, MasterCard Platinum Cardholder is allowed. The overdraft should be understood as exceeding of expenses amount under card account over funds balance on card account and overdraft limit/credit limit which can be provided by the Bank.

4.4. Cash receipt:

4.4.1. The ground for cash receipt under the Card through the ATM is correct entering of PIN-code. In case of triple incorrect PIN-code entering the status "Retrieve" is put automatically on the card and it is blocked by the ATM. In such a case the Bank does not bear any responsibility for the possible receipt of the card by the third person. Card re-issuance is performed in compliance with the Bank's tariffs.

4.4.2. While cash receiving in Cash issue outlets (in banks branches), it is necessary to have document identifying the person.

4.5. Payment for goods and services:

4.5.1. If the Card is used for goods and services payment, Cardholder is obliged to sign settlement document, making sure that Card number, amount and date of transaction are indicated correctly in it. The Cardholder bears responsibility for correctness of the information indicated in these documents.

4.5.2. If goods or services paid with the Card were not received, the Cardholder should receive credit voucher from the employee of sales outlet, containing Card number and the amount subject to return.

4.5.3. In case of failure to receive funds subject to return within 30 days the Cardholder should inform the Bank about it to settle the issue with trading firm.

4.5.4. Amounts of operations performed with basic and supplementary cards usage, related to the card account, will be written off by the Bank from this card account under payment orders from sale outlets.

5. CARD ACCOUNT

5.1. Operations performed within Ukraine by the Cardholders, shall be performed only in the currency of Ukraine. An exception is receiving of the cash by the clients in foreign currency from their personal card accounts in foreign currencies in the cash desks and through ATMs of the Bank.

5.2. In case if the client revealed discrepancies among operations/amounts, indicated in the statement, with actually performed/paid, the client is obliged within 15 calendar days from the moment of calendar month end in which operations were performed, to inform the Bank about it, otherwise statement shall be considered as confirmed and further claims shall not be accepted. If the claim is groundless, the Bank is entitled to write off from the card account all amounts of expenditures related to the application considering.

5.3. The amounts of operations argued by the client, shall be returned to the account after complete settlement of the issue with the other Party – the Bank which submitted the operation for payment.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Bank is entitled:

6.1.1. To change fees as well as other conditions of card account servicing:

- by means of notification provision to the client during statement receiving under card account or letter sending to the place of residence (place of staying), indicated by the client in the application, or notification in mass media, but not later than 30 days prior to these amendments introduction;
- under salary card - by means of notification provision to the accounting unit of the Company – partner of the Bank under agreement on salary entering to card accounts or notification about changes posting on the notice board of the Bank, or notification in mass media, but not later than 30 days prior to these amendments introduction

These amendments become effective in 30 days after notification execution in compliance with the procedure stipulated by this item;

6.1.2. In case of client's failure to fulfill these Conditions or provision of wrong information about him/her and his/her solvency, the Card shall be withdrawn (without following of 30 days period to the date of the agreement cancellation).

6.1.3. To require from the holder of supplementary Card its return, if it is required in written from the Bank by the card account holder.

6.1.4. To require from the client judicially debt repayment under overdraft/credit.

- 6.1.5. At any time, without any explanations, to suspend Card validity, and to refuse to reissue the Card while operations performing, contradicting interests of the client or the Bank, using the Card or information recorded on it. In such a case interest accrual of the funds balance on card account shall be terminated from the moment of this card validity suspension.
- 6.1.6. In compliance with own internal rules the following limits shall be set on the Card of the holder:
 - 6.1.6.1. limit of the number of cash withdrawal transactions for the determined period;
 - 6.1.6.2. limit of the number of payment transactions in the trading network for the determined period;
 - 6.1.6.3. limit of every transaction amount and amount of all transactions for the determined period;
 - 6.1.7. to set “not to serve” status on the Card of the holder in case of overdraft of expenditure limit.

6.2. The Bank is obliged:

6.2.1. Not less than once a month by means indicated in the application, to provide the Client with card account statements and information on performed operation on card account for the previous month. The Bank does not bear responsibility for statement receipt by the third person if the statement was sent by means indicated by the Client in the application.

6.3. The Client is obliged:

- 6.3.1. To pay for all expenditures, all other payments and fees within 15 days after calendar month end, in which settlements were performed. The clients which are obliged to introduce irreducible balance in compliance with the tariffs of the Bank or extract from the Minutes of the Committee of the Bank as regards decisions taking on card account opening and the Card issue, should renew as well irreducible balance on card account.
- 6.3.2. All liabilities as regards tax payment and other mandatory payments to the budget and non-budget funds shall be performed by the client independently.
- 6.3.3. The Bank should be informed about all changes of the data indicated in the application within 3 days from the moment of the changes.
- 6.3.4. To keep the Card as money and securities.
- 6.3.5. To keep quittances (slips, cheques, bills) confirming validity of the operations performed till the moment of these operation recognition in monthly statement.
- 6.3.6. To settle independently with supplementary card holders all disputes related to funds spending from card account, as well as to claims and demands occurred from legal acts.
- 6.3.7. To compensate all possible losses (including loss of profit) borne by the Bank as a result of the client's guilt.
- 6.3.8. In case of necessity the Bank should be provided with all information for investigation of circumstances of the Card disappearance.
- 6.3.9. To control his/her expenditure limit and not to allow its overdraft. In case of overdraft of expenditure limit the client is obliged to repay it upon the first request of the Bank. For the overdraft of the expenditure limit, the Bank charges payment in compliance with the Bank's tariffs.

6.4. Client is entitled:

- 6.4.1. Under his/her personal responsibility to entrust the Bank with supplementary Card issue in favour of the third person. Supplementary Card holder is not an owner of the funds on the card account and is entitled only for settlement and cash operations performance by means of the Supplementary Card issued to the card account and for Supplementary Card validity prolongation within Basic Card validity.
- 6.4.2. To release limits set by the Bank, personally applying to the Bank or by phones indicated in the item 9.1. In such a case the client bears full responsibility for possible frauds performed over set limits.

7. CARD LOSS AND ITS ILLEGAL USE

- 7.1. Cardholder is obliged to take measures to prevent loss (theft) of the Card and PIN-code or their illegal use.
- 7.2. If the Card was lost abroad, it is necessary to contact “PRAVEX-BANK” PJSCCB and inform about it the nearest police station. In case of impossibility to do it, it is necessary to inform the nearest institution of VISA, MasterCard.
- 7.3. The Client bears full responsibility for all operations performed with the Cards related to his/her card account, till the moment of written application submittal to the Bank, as well as for operations which are not followed by authorization and performed within 60 calendar days from the day of card account closing and return to the Bank of basic and all supplementary Cards related to the card account.

7.4. If the Card which was earlier announced as lost or illegally used, was found, the Cardholder should immediately inform the Bank about it.

8. PROCEDURE OF ADDITIONAL SERVICES RENDERING BY THE BANK

8.1. The Bank renders SMS-banking service to the client taking into account the following additional conditions:

8.1.1. This service is provided only for mobile communication operators of GSM standard having appropriate equipment and give services of information transfer to mobile phones through Internet (e-mail gateway).

8.1.2. The Bank bears no responsibility for client's failure to receive statement on card account state, if mobile communication operator or Internet providers are involved in it due to any reasons.

8.1.3. Responsibility for information non-disclosure on client's card account state which is in statements is borne by the client.

8.1.4. The Bank guarantees that client's mobile telephone number will not be provided to other persons of organizations.

8.1.5. The client should inform the Bank only in written about the refusal to use this service or change in distribution parameters.

8.1.6. The Bank reserves its right to suspend statements distribution if the client provided unreliable information or if mobile communication operator or Internet provider refuses to accept and send messages.

8.1.7. The Bank reserves its right to contact the client by the indicated telephone number to precise details for application drawing up.

8.1.8. In case of mobile telephone loss or change of telephone number or Card number, the client is obliged to immediately inform the Bank about it in written. The Bank bears no responsibility for possible review of information under client's card account by the third persons and fraud operations under card account till the moment of written notification receipt from the client about telephone loss or change of telephone number or Card number.

8.2. Client's provision with the service of operations limitation under the Card shall be performed by the Bank under the following conditions:

8.2.1. If the limit is set on operations in Internet and operations related to telephones and postal orders (MOTO):

8.2.1.1. The Client entrusts and the Bank undertakes to perform operations under card account of the client in the determined by this item fields, exclusively within the limits set as regards the indicated operations.

8.2.1.2. Herewith the Client agrees with the fact that the Bank independently determines whether the operation with the Card use in Internet is performed or whether such an operation is related to telephones and postal orders (MOTO). The Client bears full responsibility and raises no claims to the Bank:

- under all operations with the Card performed in the INTERNET;
- under all operations related to telephones and postal orders (MOTO).
- under all possible negative consequences which can occur as a result of the aforesaid operations performance.

8.2.2. If the limit is set on operations in the countries of Malaysian region and Brazil:

8.2.2.1. The Client entrusts and the Bank undertakes to perform operations under card account of the client in the countries stipulated by this item, exclusively within the limit stipulated by this item.

8.2.2.2. The Client bears full responsibility and raises no claims to the Bank under all operations related to settlements performed with the Card use in Poland, Russia and countries of Malaysian region, in particular, Hong Kong, Indonesia, Malaysia, Singapore, Thailand, Taiwan and Brazil.

8.2.3. If the limits are set for settlement operations performance under all Cards related to the card account:

8.2.3.1. The client entrusts and the Bank undertakes to perform operations under card account of the client exclusively within the limits stipulated by this item;

8.2.3.2. set limits of operations and validity of such limits can be changed by means of signing by the parties of appropriate supplementary agreement;

8.2.3.3. in case if limits stipulated by the item 6.1.6. differ from the limits stipulated by the items 8.2.1. and 8.2.2., the client entrusts the Bank to perform operations under card account within the limits set by the Bank in compliance with the items 8.2.1, 8.2.2. of these conditions;

8.2.3.4. The Bank bears no responsibility in case of any frauds with client's card account, indicated in the items 8.2.1. and 8.2.2., within the whole validity of the Card.

8.3. Provision of the service of statement receipt via Internet to e-mail address indicated by the client in the Application, the Bank shall perform taking into account the following additional conditions:

8.3.1. The Client undertakes:

8.3.1.1. in case of e-mail address change, not later than two days before further change to notify the Bank about it by means of written notice sending by special delivery or registered mail;

8.3.1.2. to pay for the services to the Bank in case of unilateral termination to use system without prior notice to the Bank in compliance with the Bank's rates and fees;

8.3.1.3. to provide floppy disk for secret key and Active Coder recording;

8.3.1.4. to install independently Active Coder to the computer used for e-mail messages receipt;

8.3.1.5. to keep password of secret key and not to disclose it to other persons;

8.3.1.6. to keep and not provide the other persons with floppy disk with Active Coder;

8.3.1.7. fully fulfill rules of work with Active Coder in compliance with the Active Coder use Instruction;

8.3.1.8. in case of compromise of secret key (loss, unauthorized copy etc.) the Bank should be informed immediately about it.

8.3.2. The Bank undertakes:

8.3.2.1. to ensure provision of cash flows statements under client's card account secured with cryptographic agents of the Bank, via e-mail to the address indicated in the Application with frequency indicated in the Application, except for days off and holidays;

8.3.2.2. not later than three banking days after services payment:

8.3.2.2.1. to perform initial training of the client;

8.3.2.2.2. to register the client in the system;

8.3.2.2.3. to provide the client with Active Coder and its use Instruction or organize rendering of this service with available Active Coder use;

8.3.2.2.4. to suspend rendering of the service in case of notice receiving from the client as regards compromise of its secret key to the agreement with the client of terms of key re-registration or agreement validity termination.

8.3.3. The Client and the Bank undertakes:

8.3.3.1. to ensure confidentiality of the system of electronic security which is applied as well as passwords which are used;

8.3.3.2. to inform each other immediately about the attempt of "break" of electronic security or information disclosure;

8.3.3.3. to ensure information confidentiality related to rendering and receiving of this service.

8.3.4. Responsibilities of the Parties:

8.3.4.1. in case of client's failure to fulfill conditions of the agreement or exploitation of the system with Active Coder use Instruction violation, the Bank is entitled to suspend services rendering to the client;

8.3.4.2. Active Coder software as well as Active Coder use Instruction is property of the Bank and is provided to the client only for this Agreement validity. Client's submittal of Active Coder as well as Active Coder use Instruction to the persons having no relation to this Agreement is prohibited;

8.3.4.3. in case of loss or damage of floppy disk with Active Coder due to the client's fault, he/she pays to the Bank fine amounting to the value of services payment for the first month of the servicing in compliance with the rates and fees of the Bank.

8.3.4.4. The Bank bears no responsibility:

8.3.4.4.1. for the correctness of e-mail work, indicated by the client;

8.3.4.4.2. for the access of other persons to e-mail, indicated by the client;

8.3.4.4.3. for the access of other persons to the computer of the client where Active Coder is installed;

8.3.4.4.4. for the service interruption occurred as a result of communication lines damage, disconnection or damages in power supply lines, damage of hardware means of the client, as well as software and technical devices of Internet provider;

8.3.4.4.5. for working capacity of equipment on which Active Coder is installed;

8.3.4.4.6. for disclosure of client's card account state, occurred due to no fault of Bank's employees;

8.3.4.4.7. for loss, intentional or inattentive transfer of the password or floppy disk with Active Coder by the client to the third persons;

- 8.3.4.4.8. For disclosure of client's account(s) state occurred by means of client's Active Coder installation to the computer with installed residential means of information interception.
- 8.3.4.5. Correct work of Active Coder is guaranteed under fulfillment of the following conditions:
- 8.3.4.5.1. as operating system on the client's computer OS Windows 95/98 or Windows NT 4.x SP (and over) should be used;
- 8.3.4.5.2. acceptance of mail messages with statements should be used with the help of Microsoft Outlook or Microsoft Outlook Express 5.x software;
- 8.3.4.5.3. as main Web-browser of the client Microsoft Internet Explorer 4.x or Microsoft Internet Explorer 5.x should be installed on the computer;
- 8.3.4.5.4. the Bank does not teach the client to the basic foundations of the work on the computer;
- 8.3.4.5.5. the Client is entitled for free substitution of Active Coder, but not earlier than in year after the previous one receipt. For the substitution of Active Coder, the client should personally come to the Bank;
- 8.3.4.5.6. the Client is entitled, under condition of the previous written notice (not less than 7 days prior to it), to suspend the use of the system of statements formation under these card account for the period to three months;
- 8.3.4.5.7. about servicing renewal the client is obliged to inform the Bank in written not less than 7 days prior to the date of servicing renewal;
- 8.3.4.5.8. in case of client's non-renewal of the servicing in the procedure stipulated by the item 8.3.2.2.4, in three months from the moment of servicing suspension the Bank terminates to provide services;
- 8.3.4.5.9. in case of exploitation violation, and also while client submittal of Active Coder or Instruction to the third persons, the Bank is entitled to terminate services rendering unilaterally.
- 8.4. Rendering of the other additional services to the client by means of the Card or its details is indicated in the Bank's tariffs.

9. FINAL PROVISIONS

- 9.1. In case of problem situations occurrence with the Cardholder while the Card using, he/she should contact the Bank by: +38 044 201 16 17, 8-800-500-4-500 twenty-four-hour, free of charge within Ukraine.
- 9.2. The Client shall absolutely repay to the Bank losses, caused by failure to fulfill these Conditions by holders of basic and supplementary Cards related to his/her card account in compliance with the tariffs of the Bank.
- 9.3. In case of early termination of the Card use due to any reason:
- 9.3.1. interest on the funds balance on card account for the last calendar month shall not be accrued;
- 9.3.2. the client can get irreducible funds balance on card account not earlier than in 60 days after card account closure and return to the Bank of the basic card and all supplementary cards related to the card account.

10. DISCLAIMER

- 10.1. The Bank bears no responsibility:
- 10.1.1. for the third party's refusal to accept the Card;
- 10.1.2. for unauthorized writing off of the funds from the card account of the client, if the client does not agree with the limits of the Bank;
- 10.1.3. for the limits and restrictions for the Card use set by the third party;
- 10.1.4. for the situations being beyond its control and related to the technical problems while processing and submitting of the information;
- 10.1.5. if setting of the limits on the amounts of cash withdrawal from the ATMs and other limits can somehow concern interests of the Cardholder;
- 10.1.6. for the damage of the Card by the ATM;
- 10.1.7. for impossibility to perform or incorrect performed through electronic device operation which took place due to the problems of connection which is provided by the third company;
- 10.1.8. for impossibility to use electronic vouchers of any operators, payment for which was performed by means of the Card in the ATMs.
- 10.2. Responsibility for the refusal to provide discounts under the Cards stipulating possibility to receive discounts for goods, works, services, shall be imposed on the party which refused to give discounts under the Card, in case if relevant agreement for the discounts provision to Cardholder was concluded between the Bank and the party.

10.3. Losses caused by the client to the Bank as a result of failure to fulfill these Conditions are subject to direct compensation by the Client.

10.4. Client's failure to receive monthly statement under the card account due to the reasons independent from the Bank, does not exempt him/her from fulfillment of the rules of use of overdraft limit/credit limit and expenditure limit.