“Cashback” Loyalty Program Rules

1. **General Provisions**

1.1. These Cashback Loyalty Program Rules (the "Rules") set out the terms of participation in the Program, the procedures for crediting rewards, and the grounds on which cashback may be withheld from Bank cardholders.

1.2. The Cashback Loyalty Program (the "Program") is designed to encourage cardholders to use their cards for purchasing goods and services for personal consumption.

1.3. Eligibility is open to individuals who are holders of a Bank Visa, Mastercard, Elcard+, or Senior Card, with the exception of payroll project cards that accrue interest on the account balance.

1.4. Participation in the Program begins upon the first qualifying transaction made in accordance with these Rules. By completing such a transaction, the Participant automatically confirms that they have read and agree to these Rules and will comply with them.

1.5. The Bank reserves the right to amend these Rules unilaterally at any time. Amendments take effect upon publication on the Bank's official website.

2. **Terms and Definitions**

Capitalized terms used in these Rules have the following meanings:

“Cashback” Loyalty Program	A marketing/promotional initiative - a special Bank offer designed to incentivize Participants to actively use Bank products and services, increase card transaction volume, and build customer loyalty. Program Participants receive a partial refund (cashback) of amounts spent on purchases of goods, works, and/or services for personal use, made with a bank card.
Issuing Bank	Open Joint Stock Company BAKAI BANK, which issues Cards in accordance with the technology and rules of the applicable payment systems and the laws of the Kyrgyz Republic.
Acquirer	A bank, payment organization, microfinance company, or microcredit company that owns peripheral devices enabling authorization and transactions in accordance with payment system requirements and the laws of the Kyrgyz Republic.
Program Participant	An individual who is a Bank cardholder and has joined the Program under the terms of these Rules.
Bank Cardholder	A Bank client - an individual who is authorized to conduct card transactions pursuant to an agreement with the Bank.

Abuse of Rights	Bad - faith conduct by a Program Participant that is contrary to these Rules, including actions aimed at accumulating the maximum amount of Cashback without actually purchasing goods, works, and/or services for personal consumption; conducting transactions that show signs of bad faith; purchasing goods for profit; returning goods through repurchase; and similar conduct.
Bank Payment Card (Card)	A payment instrument issued by the Bank, used to pay for goods, works, and/or services; withdraw cash in local and foreign currency; make money transfers; and conduct electronic payments through terminals, ATMs, and other devices (peripheral devices), in accordance with the laws of the Kyrgyz Republic.
Cashback	A partial refund of the amount spent on a purchase, credited to the Participant's Card under the Program. The procedures and conditions for crediting Cashback are determined by the Bank.
BakAi Mobile App (BakAi App)	Mobile software for Android/iOS devices that allows clients to pay for services, manage accounts, and perform other transactions online, in accordance with the personal data security policy and the laws of the Kyrgyz Republic.
MCC Code	A four- digit code assigned by the Acquirer that identifies the type of business a merchant operates when processing card transactions.
Merchant (Trade and Service Enterprise)	A legal entity or sole proprietor that, pursuant to an agreement with the Acquirer, accepts bank payment cards for goods, works, and/or services and generates the documentation confirming such card transactions.

3. Cashback Accrual Procedures

3.1. Cashback rates, timelines, and conditions are published on the Bank's official website and in the BakAi App.

3.2. Cashback is credited only for transactions that meet the Program's eligibility requirements, excluding transactions at merchants with MCC codes listed in Appendix 1.

3.3. Cashback is credited on a monthly basis, as set out in Section 3.5 of these Rules, to the client's card following the processing of successful transactions, including transactions made using Digital Wallets (Apple Pay/Apple Wallet/Google Pay/Google Wallet).

3.4. The Cashback amount to be credited to a Program Participant's card is reflected in the BakAi App for each qualifying purchase made with a Bank card after settlement through the payment systems.

3.5. Cashback is credited according to the following schedule, depending on card type:

- For Visa and Mastercard international payment system cards - on the last business day of the month
- For Elcard+ and Senior Cards - upon closing of the reporting month, in accordance with the Bank's internal regulatory documents.

3.6. For transactions made using Digital Wallets (Apple Pay/Apple Wallet/Google Pay/Google Wallet), processing by international payment systems may take longer - typically an additional 3 (three) to 7 (seven) business days. Accordingly, Cashback for such transactions may be credited after final processing is complete. The Bank is not liable for any delays in processing caused by international payment systems or acquiring banks.

3.7. A Participant may hold multiple cards; the total Cashback accrued across all cards used is reflected as a combined amount in the BakAi App.

3.8. Upon card closure or transfer to a rate plan not covered by the Cashback Loyalty Program, any accrued Cashback balance is zeroed out and will not be credited to the Participant's Card.

3.9. If a purchase is returned, the associated Cashback is voided.

3.10. The Bank may void accrued Cashback on the grounds set out in these Rules.

4. **Cashback Restrictions and Exclusions**

4.1. The Program does not apply to transactions that show signs of commercial or investment activity, purchases of movable or immovable property, commercial purchases, repeated identical transactions, or purchases in MCC categories listed in Appendix 1.

4.2. The list of excluded MCC codes may be updated by the Bank unilaterally at any time.

4.3. The Bank is not liable for non - accrual or incorrect accrual of Cashback due to any of the following reasons, including but not limited to:

- incorrect MCC code classification assigned to a merchant
- payment at a merchant via QR code
- payment at merchants registered outside the Kyrgyz Republic (including online purchases)
- an incomplete or incorrect merchant list provided by a partner
- delayed transaction processing by an acquiring bank
- force majeure events, including technical failures, sanctions, account freezes, and similar circumstances
- introduction of new MCC codes or removal of previously applicable ones
- card closure or account blocking on grounds provided by the Bank's internal regulatory documents and the laws of the Kyrgyz Republic.

5. **Rights, Obligations, and Liability of the Parties**

The Bank is obligated to:

5.1. Administer the Program in accordance with these Rules.

5.2. Notify Participants of changes to Program terms by publishing information on the Bank's official public channels.

The Bank has the right to:

5.3. Unilaterally and at its discretion modify the transaction categories eligible for Cashback accrual and the list of transactions included in the Program.

5.4. Unilaterally determine that a Participant's actions are in violation of these Rules, in bad faith, and/or contrary to the laws of the Kyrgyz Republic, and deny Cashback accrual accordingly.

5.5. Suspend Cashback accrual in the event of technical failures or system updates.

5.6. Review transactions conducted by Program Participants for compliance with the Program Rules. If a violation is identified, the Bank may: deny Cashback accrual, void previously accrued Cashback, and/or suspend or terminate the Participant's enrollment in the Program.

5.7. Set a cap on the maximum Cashback payout, including caps for specific MCC code categories.

5.8. Request supporting payment documents or order confirmations if the Bank has reason to question a transaction. If the client fails to provide the requested documents within 3 (three) business days of the request, the Bank has the right to cancel and/or claw back the accrued Cashback.

5.9. Place a hold on funds in the card account equal to the accumulated bonus balance for Elcard+ and Senior Cards until the reporting month is closed in the Bank's core banking system.

5.10. Void and/or claw back accrued Cashback and remove a Participant from the Program without prior notice in any of the following circumstances:

- unusual transactions, including fictitious purchases and transactions followed by refunds
- return of a purchase
- purchases of financial instruments and cash equivalents, including e- wallet top- ups; purchases of traveler's checks, lottery tickets, or casino chips; transfers to brokerage accounts or purchases of cryptocurrency; investment and securities transactions, including brokerage services, investment fund purchases, and the acquisition of stocks, bonds, or other securities through licensed market participants
- abuse of Program functionality, including repeated small transactions aimed at improperly accumulating Cashback
- violation of the laws of the Kyrgyz Republic, including but not limited to anti- money laundering and counter- terrorism financing (AML/CTF) regulations
- reversal of transactions for which Cashback was previously credited

- use of an incorrect MCC code assigned to a merchant that does not reflect its actual line of business
- erroneous Cashback accrual due to technical error
- actions that pose a threat to the Bank's information security or reputation.

The Participant is obligated to:

5.11. Not use the Program for unlawful purposes, including:

- conducting illegal financial transactions
- commercial or investment activity
- obtaining unjustified Cashback
- conducting transactions with no genuine commercial purpose (fictitious purchases)
- cashing out funds through commercial transactions aimed at earning Cashback without actual consumption
- returning goods, works, and/or services after Cashback has been credited
- conducting transactions that lack genuine economic substance.

5.12. Not engage in systematic or repeated identical transactions aimed solely at deriving benefit from Program participation, where such actions are not driven by genuine economic necessity.

5.13. Comply with all security requirements when using the BakAi App and Card; not share account credentials with third parties; and immediately notify the Bank of any suspected compromise of the account.

The Participant has the right to:

5.14. Receive Cashback in accordance with the Program terms.

6. Dispute Resolution

6.1. All disputes and disagreements arising in connection with Program participation are resolved by the Bank in accordance with its internal client complaint procedures and the applicable laws of the Kyrgyz Republic.

6.2. A client may submit an inquiry, complaint, or claim to the Bank through: the Bank's official website www.bakai.kg, in person at any Bank branch; or through the Bank's contact center.

6.3. Participant inquiries are handled by the Bank within the timeframes established by the regulatory acts of the National Bank of the Kyrgyz Republic.

6.4. If a dispute cannot be resolved through the pre- trial process, it shall be submitted to a court of competent jurisdiction in accordance with the laws of the Kyrgyz Republic.

The Participant confirms that they have read these Rules, agree to their terms, and undertake to comply with them in full, including all applicable provisions of the laws of the Kyrgyz Republic.

Appendix 1 to the “Cashback” Loyalty Program Rules

List of Excluded MCC Codes Not Eligible for the Program

MCC Code	Description
1520	General contractors - residential buildings (commonly applies to direct apartment purchases from construction companies)
7995	Gambling
0763	Agricultural cooperative associations
4829	Money transfers
4900	Utilities - electricity, gas, sanitation, water
4812	Telecommunications equipment
4813	Telecommunication services
4814	Calls using magnetic stripe card - reading telephones
4815	MasterPhone telephone services - monthly billing
4816/4899	Telecommunication services / computer network / information services
4829	Money transfers
5021/5046/5047/5285/5072/5169	Commercial and specialized equipment
5511	New and used car, van, and truck dealers - parts and service
5521	Used car and truck dealers
5571	Motorcycle dealers
5592	Motor home dealers
5598	Snowmobile dealers
5599	Miscellaneous automotive, aircraft, and farm equipment dealers (not elsewhere classified)
5933	Pawn shops
5960	Direct marketing - insurance services
5983	Public Service Centers (PSC Ahunbaeva, PSC Gorkogo, PSC Fuchika)
6010	Financial institutions - manual cash disbursements
6011	Financial institutions - automated cash disbursements
6012	Financial institutions - merchandise and services
6050	Credit institutions - quasi- cash
6051	Non - financial institutions - foreign currency, transfers, traveler's checks

6211	Securities - brokers/dealers
6300	Insurance sales, underwriting, and premiums
6529/6535	Financial organizations
6513	Real estate agents, managers, and brokerage services (including sales commissions)
6532	Payment transaction - financial institution
6536	Credit organizations
6537/6531/6533/6534	Money transfers
6381	Insurance premiums
6399	Insurance
6538	Credit organizations - card- to- card transfers
7013	Real estate agencies
7277	Debt, marriage, and personal counseling services
7321	Consumer credit reporting agencies
7389	Business services
7394	Equipment, furniture, and tool rental
7513	Trailer and truck accessory rental
7519	Motor home and recreational vehicle rental and accessories
7800/7801/7995/9406	Lotteries/casinos, gambling
9222	Fines
9223	Bail and bond payments
9311	Tax payments
9399	Government services - not elsewhere classified
9402	Postal services - government only
8398	Charitable and social service organizations
8641	Civic, social, and fraternal associations
9405	Intra - government purchases - government only
9999	QR payments
8651	Political organizations
8661	Religious organizations
8675	Automobile associations
XXXX	Unclassified precious metals, bullion, and stones