

## **1. Terms and Conditions**

- 1.1. EximBonus - the Loyalty Program (hereinafter the “Program”), according to which, on the basis of these Terms and Conditions, the Participant accumulates Bonuses that can be redeemed for Rewards on the Program Website. The Program operates on the territory of Ukraine.
- 1.2. Bank - Joint Stock Company The State Export-Import Bank of Ukraine.
- 1.3. The Organizer - ECOPAY LLC registered under the laws of the Republic of Latvia (location: Latvia, Babite Territory, Babite Municipality, Dzilnuciems, “Juri”, LV-2107).
- 1.4. Participant - an individual being of the age of 18 at the time of registration in the Program, and being a holder of Visa card issued by Ukreximbank. Only residents of Ukraine who have National Tax Number are allowed to participate in the Program.
- 1.5. Partner - a company providing the Program Participants, under the terms of these Terms and Conditions, with the possibility of exchanging Bonuses for Rewards. The list of Program Partners shall be presented to the Participants on the Program Website. The List of Program Partners may be changed by the Organizer without prior notice.
- 1.6. Rewards - goods, services and other privileges included in the list of Rewards at the time of redemption of Bonuses for Rewards. The list of Rewards shall be placed on the Program Website. The Organizer may introduce changes in the List of Rewards without prior notice.
- 1.7. Bonuses - units to be accrued by the Bank to the Participant's personal account in accordance with the Terms and Conditions of the Program as a result of carrying out payment transactions by the Participant with the card participating in the Program. Bonuses shall not be a monetary units or payment means under the laws of Ukraine and cannot not be exchanged for money.
- 1.8. Participant's Account - a personal loyalty account of each Program Participant, maintenance of which shall be carried out by the Organizer and which contains information on accrued, written-off and cancelled Bonuses.
- 1.9. The Website - [www.bonus.eximb.com](http://www.bonus.eximb.com) is a collection of logically linked hypertext information, designed as separate pages and available on the Internet (hereinafter the “Website”).
- 1.10. The main language of the Program Terms and Conditions and Website is the Ukrainian language, which shall prevail over the other editions available on the Website.

## **2. General Provisions**

- 2.1. A person having registered in the Program shall be deemed to have read and accepted its Terms and Conditions.
- 2.2. The Organizer reserves the right to change (in full or in part) or suspend the Program at any time without prior notification. Changes may relate to the Program Terms and Conditions, the terms of participation, the quantity of Bonuses necessary for the Reward redemption, the validity of Bonuses etc. These Terms and Conditions specify the terms of participation in Program and requirements to its Participants and other parties.
- 2.3. Participation in the Program is individual. Only individuals may participate in the Program. Each Participant may have only one account. Legal entities shall not participate in the Program.
- 2.4. By accepting these Terms and Conditions the Program Participant gives his/her consent to processing of his/her personal data on the Program Website [bonus.eximb.com](http://bonus.eximb.com). Processing of personal data shall be understood as “any action or a series of actions carried out in the information system of the Program connected with collection, registration, accumulation, storage, adaptation, change, update, use and dissemination, deletion of information regarding an individual”.
- 2.5. When providing the Reward to the Participant, the Organizer shall act as a tax agent in the meaning of the Tax Code of Ukraine, shall withhold and transfer taxes and fees to the budget based on the Reward’s cost under the procedure provided for by the Tax Legislation of Ukraine. The Organizer

shall not be liable for payment by the Participant of taxes not connected with provision of the Reward by the Organizer. Each Participant shall be individually liable for his/her aggregate income.

- 2.6. In order to redeem his/her Bonuses the Participant has to give his consent to obtain his/her Reward by filling in the form "Consent" in My Profile section.
- 2.7. The Organizer reserves the right to refuse any person not complying with the Terms and Conditions of the Program to participate therein.
- 2.8. The Organizer reserves the right to temporary block the Participant's Account, in case there are suspicions of fraudulent activity or suspicious behavior detected.
- 2.9. Participation in the Program may be terminated under the following conditions:
  - if the Participant fails to comply with the Terms and Conditions;
  - at the participant's own request (subject to prior written notification by means of filling in the direct feedback form on the Program Website );
  - in case of termination of the Program.
- 2.10. In case of termination of participation in the Program all Bonuses accrued shall be cancelled.
- 2.11. The Organizer shall ensure placement of the current version of the Program Terms and Conditions on the Program Website.
- 2.12. The Participant may obtain specification of accrued and redeemed Bonuses, as well as the balance of the loyalty account in his/her personal profile on the Website.

### **3. Terms of Participation in the Program**

- 3.1. The Program Participant shall:
  - be the Customer of the Bank;
  - be holding a Visa payment card (he/she may become aware at the Bank of the possibility of participation of the payment card in the Program) issued by the Bank;
  - have carried out at least one payment transaction in the sales and service network and/or Internet by means of the payment card issued by the Bank;
  - be registered on the Program Website;
  - have read and accepted the Terms and Conditions.
- 3.2. Registration in the Program shall be carried out on the Program Website by creating the Participant's Account. The Identifier to such Account is the Participant's email address (hereinafter the "Identifier").
- 3.3. Only residents of Ukraine who have National Tax Number are allowed to participate in the Program.

### **4. Participants' Rights**

- 4.1. Upon registration in the Program under the Terms and Conditions, the Participant may redeem Bonuses for Rewards.
- 4.2. The Participant has the right of access to information on accrued, redeemed and written off Bonuses from the Account, as well as to check the balance of Bonuses in his/her Account at any time.
- 4.3. The Participant has the right to agree or refuse to receive news, information and/or advertising mailing from the Program, which shall be specified by the Participant in the Registration Form.
- 4.4. The Participant shall be liable for timely notification to the Organizer of the change in his/her contact details necessary for providing information on the Program and obtaining Rewards.
- 4.5. The Participant has the right to add other payment cards participating in the Program to his/her Account for joint accumulation of Bonuses in one Account upon payment by each of the cards added – it is called a Household. The Participant himself/herself, as well as his/her family members may be the holders of such payment cards. No more than 5 payment cards may be added to one Account. Upon exclusion of the payment card from the joint Account, the Bonuses accrued with this card shall remain on the main account.

4.6. The Participant may transfer the accrued Bonuses from his/her Account to the Accounts of other Program Participants. The term of the Bonuses transferred is of 3 months after they are transferred to the other account.

## 5. Accrual of Bonuses

- 5.1. Bonuses shall be accrued for purchases carried out in points of sales in Ukraine and outside, including on Internet, and paid by a Visa card issued by Ukreximbank, according to the following formula:
- for a Visa Classic card - 2% of the transaction amount, applies to transactions for a total amount up to 15 000 UAH in the current month; for all subsequent payments during the current month a rate of 1% will be applied.
  - for a Visa Visa Gold card - 3% of the transaction amount, applies to transactions for a total amount up to 18 000 UAH in the current month; for all subsequent payments during the current month a rate of 1% will be applied.
  - for a Visa Platinum card - 5% of the transaction amount, applies to transactions for a total amount up to 20 000 UAH in the current month; for all subsequent payments during the current month a rate of 1,2% will be applied.
  - for a Visa Infinite card - 7% of the transaction amount, applies to transactions for a total amount up to 25 000 UAH in the current month; for all subsequent payments during the current month a rate of 1,5% will be applied.
- 5.2. Bonuses shall be accrued to the cardholders of Visa Classic, Visa Gold, Visa Platinum, Visa Infinite cards of the Bank as of their registration in the Program.
- 5.3. In the course of advertising campaigns, special promotional actions and offers from the Organizer of the Program, Bank or Program Partners, additional Bonuses may be accrued. Terms and Conditions relating to the accrual of additional Bonuses shall be notified separately together with the terms of such advertising campaigns, special promotional actions and offers.
- 5.4. Bonuses shall not be accrued for:
- withdrawal of cash through ATMs or receipt of cash in branches of the banks,
  - bank transfer of funds to another account/card and to electronic wallets,
  - transactions carried out in self-service terminals and in Internet-banking system,
  - any commissions, purchases that are returned or compensated,
  - insurance payments, interest, penalties for non-fulfillment of contract terms,
  - other payments and expenses, traveler's checks, any gambling (including a fee for the opportunity to win a prize),
  - payment for Google AdWords and Yandex.Direct services, Facebook and other similar advertising services,
  - payment for courier services – air and ground, agencies for shipping goods, agencies for road transport, local/long truck transport, relocation and storage companies, local delivery,
  - payment of all types of personal and business insurance policies, including car insurance, life, health, medical and dental, for homeowners and tenants, property interests, floods, earthquakes,
  - payment for unique or specialized goods that do not fall under any MSS description (seller category code). Examples include ammunition, lind, distilled water, accessories for magic, parties, beauty, etc. things.
- 5.5. The Bank may extend the above list of exceptions. Introduction of changes in the above list shall not result in cancellation or writing off of previously accrued Bonuses (except for the cases when accrual of Bonuses is carried out as a result of purchases that are returned or compensated, deception, fraud, other deliberate act or error of the Organizer's information systems). In case of occurrence of errors (incorrectly accrued/withdrawn Bonuses etc.) the Organizer of the Program reserves the right to introduce necessary adjustments in the balance of the Program Participant.

- 5.6. Limitations on the calculation of bonuses: - for the payment of telecommunication services (calls using telephones, reading magnetic tape, services of telecommunication service providers, including local and long-distance telephone calls, using phones that read magnetic tape), you can receive up to 100 bonuses per account per month.
- 5.7. Upon achievement of the established limits specified in clause 5.6., Bonuses are calculated until the end of the current month.
- 5.8. The number of Bonuses to be accrued to the Participant for carrying out a payment transaction depends on terms and conditions of accrual of Bonuses set by the Bank.
- 5.9. The number of bonuses to be accrued to the Participant will be rounded to the lower hundredth. At the same time, on its balance sheet, the Participant can see only the whole number. The following accrued bonuses will be added to the previous balance of the Participant, taking into account its hundredth share.
- 5.10. Only the whole amount of Bonuses can be redeemed for the Reward.
- 5.11. Bonuses shall be accrued within 10 working days from the date of payment between Payment system and the Bank.
- 5.12. The Bonuses previously accrued for payment transactions shall be subject to writing off from the Participant's Account in case of full/partial refund to the Participant's card account of payment for goods/work/services under such payment transaction (balance of the Participant's Account shall be reduced), for example, in case of return by the Participant of the previously purchased goods/work/services.
- 5.13. The Bank and/or the Organizer may terminate the accrual of Bonuses, write off Bonuses from the Participant's Account or prohibit their redemption for Rewards in the following cases:
  - the Organizer and/or the Bank have reasonable suspicions regarding fraud or other unlawful conduct with regard to participation in the Program;
  - the Participant fails to comply with any provisions of the Program Terms and Conditions;
- 5.14. In any of the cases specified in clause 5.8, duration and terms of measures will be determined by the Organizer and/or the Bank taking into account necessary measures for ensuring efficient functioning of the Program.

## **6. Bonuses Redemption Procedure**

- 6.1. Each Program Participant shall have his/her own personal Account for accrual of Bonuses.
- 6.2. The term of Bonuses - 3 years upon accrual thereof to the Account of the Program Participant. Upon redemption, bonuses shall be written off chronologically, from the earliest to the latest ones.
- 6.3. The Bank and the Organizer of the Program shall determine the number of Bonuses to be written off from the Participant's Account at the moment of redemption of Bonuses for Rewards.
- 6.4. Bonuses shall be subject to redeem for Rewards only within the balance of Bonuses available on the Participant's Account.
- 6.5. The Participant may redeem Bonuses exclusively for those Rewards being available at the time of redemption in the list of Rewards on the Program Website.
- 6.6. In case of return, writing off, cancellation of purchase, cancellation of payment transactions or for other reasons, the Participant has redeemed more Bonuses for Reward than available as a result of recalculation of Bonuses, the number of excessively spent Bonuses shall be returned out of the Bonuses to be accrued in future.
- 6.7. When redeemed, the Bonuses shall be written off from the Participant's Account in the respective amount and shall not be returned to the Participant's Account in future, except for the cases stipulated herein.

- 6.8. The Rewards chosen by the Participant or the right to receive the same shall be transferred to the Participant by means of electronic communication (email or SMS), depending on the form of Reward of the Program Partner.
- 6.9. Time limits of the Reward delivery to the Participant depend on the terms of the Program Partner and are available for Participants on the Program Website on the Reward order pages.
- 6.10. The Reward received by the Participant in redeem for the Bonuses is not exchangeable or refundable.
- 6.11. The maximum amount of all Bonuses redeem for top-ups, which are made from one Participant's Account for 30 days is - 1000 Bonuses.
- 6.12. A Participant can book a hotel room, air ticket, tour, transfer and cruise using only accumulated bonuses or using split payment in card/bonuses.
- 6.13. The minimum amount of bonuses for split payment is - 1000 bonuses.
- 6.14. Booking of hotels and purchase of flight tickets purchased in full or in part by Bonuses are not exchangeable or refundable.
- 6.15. Split payment by card can be made by the Participant exclusively with a payment card that participates in the Program, namely Visa Classic, Visa Gold, Visa Platinum, Visa Infinite.
- 6.16. The Participant shall promptly notify the Organizer of any detected defects in quality/ quantity or if the Reward does not correspond to the order chosen by the Participant. A defect shall be understood as non-conformity of the nominal/sales network/term of the received and ordered Reward. If the Participant failed to notify of detected damages, defects, non-conformities within 4 business hours after receipt of the Reward and accepted the Reward, he/she shall be deemed to have duly received the Reward, and the Bonuses redeemed for such Reward shall not be refunded to the Participant, and future Participant's claims as to such Reward shall not be accepted.
- 6.17. The Organizer shall not be liable for loss by the Participant of the Reward, unauthorized copying or theft of Rewards received by the Participants. Lost Rewards are not recoverable.
- 6.18. Bonuses are not and may not be payment means, any kind of currency or securities.
- 6.19. Bonuses are not money, shall not be considered equivalent to the money and under no circumstances may be encashed.
- 6.20. The Organizer reserves the right to introduce changes in the List of Rewards (such as the number of Rewards available for redemption, or the type of available Rewards) without prior notice to the Participants of such changes.
- 6.21. A charitable contribution for which the Program Participant redeemed his bonuses can not be applied in the context of Article 166.1 of the "Tax Code of Ukraine", namely:
  - "166.1.1. A taxpayer has the right of tax deduction based on the results of accounting tax year;
  - 166.1.2. basis for accrual of tax deduction with indication of specific amounts is presented by a taxpayer in annual tax statement, submitted until and including December 31 of the tax year following the accounting."and in the context of Article 166.3.2 of the "Tax Code of Ukraine":
  - "166.3.2 The taxpayer has the right to include in the tax credit a reduction in the taxable income of the taxpayer based on the results of the reporting tax year determined with regard to the provisions of paragraph 164.6 of Article 164 of this Code, the amount of money or the value of the property transferred (transferred) by the taxpayer in the form of donations or charitable contributions to nonprofit organizations that at the date of transfer (transfer) of such funds and property met the conditions specified in paragraph 133.4 of Article 133 of this Code, in the amount not exceeding 4 percent of the amount and its total taxable income for such fiscal year."The Organizer once a month carries out a consolidated transfer of the amount of money equivalent to the amount of bonuses that the Program Participants redeemed for the Charitable contribution to the National Cancer Institute.

## **7. Program Partners**

- 7.1. Relations between the Organizer and the Program Partner shall be regulated exclusively on the basis of a separate agreement to be signed directly between the Organizer and the Program Partner.
- 7.2. The Organizer shall not be liable for any actions or omissions of the Program Partner and of any Third Party.
- 7.3. The Organizer of the Program shall not be liable for quality of goods, work or services provided by the Program Partners. The Organizer shall not accept or check completeness, quantity and quality of goods, work or services provided by the Program Partner to the Participant.

## **8. Requests, complaints, requests of information**

- 8.1. For information about the Program, a Participant can contact Customer Support Line at: +38 (044) 391 41 14 from 09:00 to 21:00 (without days off) or via e-mail at: [contact@bonus.eximb.com](mailto:contact@bonus.eximb.com)
- 8.2. In case of complaint, the Participant should contact the Program Organizer in the manner provided in the paragraph above, describing the complaint and indicating the contact person and telephone number.
- 8.3. After receiving the complaint, the Program manager will contact the Participant within 24 (twenty four) working hours.
- 8.4. The Program Organizer reserves the right to resolve complaints within 72 (seventy-two) working hours from the receipt of the notification.
- 8.5. The Program Organizer is not required to act in accordance with any code of corporate ethics or in accordance with any mandatory method of dispute resolution.

## **9. Marketing programm, sales offers**

### **9.1. Airtickets Programm**

- 9.1.1. Member can get additional bonuses for partly payment for airtickets on the web site. Amount of additional bonuses is 1% of credit card payment amount.
- 9.1.2. The validity period for additional bonuses is 1 year from the moment they are credited to the account of the Program Member.
- 9.1.3. Bonuses are credited to the Member account from which the air ticket was purchased.

## **10. Final Provisions**

- 10.1. The Program Terms and Conditions may be changed by the Organizer by means of placing respective changes on the Program Website at anytime.
- 10.2. When registering in the Program and filling in the Registration Form, the Participant agrees to comply with the Terms and Conditions and undertakes to individually monitor the existence/absence of changes in the Terms and Conditions.
- 10.3. These Terms and Conditions are developed in accordance with the current laws of Ukraine. Any disputes regarding fulfilment of the terms of Program shall be settled by means of negotiations, and in case of failure to reach an agreement, in a court in accordance with the current laws of Ukraine.
- 10.4. In order to avoid any misapprehensions Visa Inc. and its affiliated companies are not deemed Organizers/Organizers of the Program and therefore, they will not participate in redemption processes, and will not be responsible for compliance with applicable regulations of Ukraine and will not be liable for any claims of the Program Participants towards Organizer.