

# **Public Offer (Agreement) for Opening a Bank Card Account, Issuance and Servicing of a National Bank Card in the National Currency of the Republic of Uzbekistan for Individuals**

This document constitutes an official offer (public offer) of Joint Stock Company “Garant Bank” (hereinafter referred to as the “Bank”) to enter into an agreement (hereinafter referred to as the “Agreement”) for the opening of a card account for individuals in the national currency, the issuance of a national bank card, and the servicing thereof.

This Agreement has been developed in accordance with Articles 367–370 of the Civil Code of the Republic of Uzbekistan, the Law of the Republic of Uzbekistan “On Payments and Payment Systems,” the Regulation “On the Issuance and Circulation of Bank Cards in the Territory of the Republic of Uzbekistan” (Registration No. 3294 dated April 3, 2021), as well as the Regulation “On Minimum Requirements for the Activities of Commercial Banks in Relations with Consumers of Banking Services” (Registration No. 3030 dated July 3, 2018), and constitutes an official public offer to enter into the Agreement under the terms and conditions set forth below, addressed to all individuals.

## **1. GENERAL PROVISIONS**

1.1. The Agreement shall be deemed concluded (accepted) and shall enter into force from the moment the Client performs the actions specified in Clause 3.1 of this Agreement. The performance of such actions shall confirm the Client’s consent to enter into the Agreement under the terms and conditions set forth herein.

1.2. The current version of this Agreement is published on the official website of the Bank at the following address: <https://www.garantbank.uz>

1.3. Key terms and definitions:

**Bank** — Joint Stock Company “Garant Bank”, including its separate structural divisions;

**Bank Card** — a payment card issued by the Bank in the national currency, used as a means of payment and granting its holder the ability to perform transactions within the limits of the funds available in the card account in accordance with the applicable legislation of the Republic of Uzbekistan. The Card is the property of the Bank and is issued for the period indicated on its front side.

**Additional Card** — a bank card issued in the name of the Client in addition to the originally issued card, providing the ability to perform transactions within the limits of the funds in the account linked to the original card;

**Organization** — a legal entity, as well as an organization without the status of a legal entity (representative offices, branches, etc.) or an individual entrepreneur that has entered into an agreement with the Bank for the provision of banking services within the framework of settlements between the employer and the employee;

**Employee of the Organization / Client** — an individual who is in an employment or civil-law relationship with the Organization. For the purposes of this Agreement, this definition also applies to persons receiving a pension or allowance, as well as to students/cadets/attendees of higher education institutions and other educational establishments of the Republic of Uzbekistan;

**Identity Document** — a national passport of a citizen of the Republic of Uzbekistan, an identification card (ID card), a birth certificate of a citizen under the age of 16, a national passport of a foreign citizen (together with a document confirming registration with the relevant internal affairs authority), a residence permit of a foreign citizen in the Republic of Uzbekistan,

or a diplomatic passport or accreditation card confirming accreditation in the Republic; for stateless persons — a residence permit in the Republic of Uzbekistan;

**Salary** — remuneration for work and payments equated thereto (including pensions and scholarships) in accordance with the applicable legislation;

**Client** — an individual who has approached the Bank for the purpose of opening a card account and issuing a bank card or, if such account and/or card already exist, for using the Bank's services;

**Card Account** — a bank account of the Client, the funds of which can be managed using a bank card;

**Authorization** — the process of obtaining permission from the Bank (the card issuer) to carry out a transaction using a bank card via telephone, electronic, or other communication channels, in accordance with the rules established by the payment organization;

**Remote Banking Services (hereinafter — RBS)** — a set of services provided by the Bank based on electronic instructions transmitted to or received from the Client remotely using telecommunication systems;

**Transaction** — an operation carried out by the Client from their card account using a bank card, including transfers, cash withdrawals, and other operations;

**PIN Code** — a personal identification number intended to confirm the validity of transactions carried out by the Client using a bank card;

**Bank Card Blocking** — measures that temporarily suspend or completely terminate the functioning of a bank card (in the latter case, the Card shall be retrieved by the Bank when presented for servicing);

**Bank Card Unblocking** — measures taken by the Bank to restore the functioning of the Card;

**ATM** — a device that allows the holder of a bank card to independently withdraw cash and perform other card transactions, as well as generate a receipt for the completed operations;

**Terminal** — an electronic device for performing payments, providing the Client with the ability to pay for goods (works, services), withdraw cash at the bank and receive receipts for completed operations, change the PIN code, as well as obtain information on the balance of the bank card;

**Online Account** — the Client's personal account in the system;

**Contact Center** — a Bank unit (Call Center) providing remote services, including informing the Client about completed transactions via telephone, online chat, e-mail, and Telegram bot, bank card blocking, and similar services;

**Telephone Password** — a set of code words or symbols used to verify the identity and authority of the Client. The telephone password is specified by the Client in the application form established by the Bank for the issuance and servicing of bank cards in the national currency for individuals;

**Payment Order** — a financial document of the Organization containing the details necessary for transferring salaries to employees. The payment order is submitted to the Bank in electronic form or on paper;

**Register** — a list of employees compiled by the Organization, containing their surname, first name, patronymic, passport details, date and place of birth, permanent address, as well as other mandatory details;

**Transit Account** — a bank account opened for transferring salaries (pensions, scholarships) to employees from the Organization's main deposit account or from the personal treasury account of a budgetary institution until the funds are credited to the employees' card accounts;

**Electronic Notification** — a short message in a standard form sent by the Bank to the Client's mobile phone (SMS, PUSH) or e-mail via the Internet and mobile communication;

**External Payment Organization** — a legal entity that owns trademarks and/or service marks, defines the payment system, and establishes its rules (for example, CLICK, PAYME, MUNIS, etc.);

**NPS** — National Payment System;

**Authentication** — the process of verifying the authenticity of the Client's electronic payment order;

**Compromise** — the loss of confidence that a password or authentication means used to access the payment system is being used exclusively by the person authorized to use them on behalf of the Client;

**Personal Data** — information recorded on electronic, paper, or other physical media relating to the Client or allowing their identification;

**Courier Service** — a delivery service carried out by a Bank courier or an organization in contractual relations with the issuing Bank, providing delivery of bank cards to Clients upon their request or otherwise (at the initiative of the Bank).

## **2. SUBJECT OF THE AGREEMENT**

2.1. The subject of this Agreement is the opening of a card account by the Bank, the issuance of bank cards, as well as the servicing of the card account and bank cards in accordance with the terms of this Agreement and the applicable law.

## **3. PROCEDURE FOR OPENING A CARD ACCOUNT, ISSUING AND USING A BANK CARD**

3.1. The Client's acceptance of the terms of this Agreement is carried out by providing an identity document of the Client (a copy is taken with the original returned), as well as by signing an application, which constitutes Appendix No. 1 to this Agreement, or by submitting a request through the Bank's Remote Banking Systems, which shall be deemed acceptance of this Agreement. At the same time, the Bank's Remote Banking Systems accept requests for the issuance of a bank card from persons who already have bank accounts opened with the Bank. By accepting this Agreement, the Client confirms their consent to and recognition of the binding nature of the terms of this Agreement, as well as the Bank's tariffs.

3.2. The Bank shall have the right to additionally request from the Client the following documents: a written consent and an application from one of the parents or a person acting in their place (legal representative) in the case of issuing bank cards for use by minors under the age of fourteen, as well as copies of the passports of the specified persons;

Decision of the Khokim on the establishment of guardianship/trusteeship over the Client (if available);

Court decision on recognizing the Client as legally incapable or on restricting their legal capacity (if applicable).

3.3. When submitting a request through the Bank's Remote Banking Systems for the issuance and servicing of bank cards, as well as for the servicing of individuals' card accounts, the Client does not fill out the application form provided in Appendix No. 1 to this Agreement.

3.4. The card account and the bank card are opened by the Bank within 3 (three) banking business days from the date of submission of the application.

3.5. When issuing a bank card within the framework of the payroll project, the card is opened/issued by the Bank upon the Client's visit to the Bank under the following conditions:

In the event of an agreement between the Bank and the Organization for the provision of banking services within the framework of settlements between the employer and the employee;

If information about the Client is available in the register provided by the Organization.

3.6. If the corresponding automated processes are available, the card account may be opened by the Client remotely, without visiting the Bank.

The procedure for remotely opening and using a card account, as well as for issuing a bank card, is governed by the applicable rules for the provision of services through the Bank's Remote Banking Systems.

3.7. Transactions on the card account carried out directly at the Bank may be performed by the Client personally or by a person authorized in accordance with the procedure established by law through a power of attorney.

3.8. The Client grants the Bank the right to carry out cashless transactions on the card account on their behalf. The preparation of payment documents by the Bank on behalf of the Client (except in cases specified in Clause 4.1.5 of this Agreement) is carried out on the basis of applications executed on forms established by the Bank and signed by the Client or an authorized person acting under a power of attorney. The signature of the Client (or authorized person) must correspond to the specimen signature indicated in the identity document.

3.9. After the card account is opened and the bank card is issued, the card is delivered to the Client personally during their visit to the Bank or, at the Client's request, through the courier service.

The Bank/the courier service delivers the bank card to the Client after their identification.

For identification purposes, the Client shall provide the Bank/the courier service with the original identity document and an application for receiving a bank card, completed in accordance with Appendix No. 2 to this Agreement. The bank card may be issued only after the Client signs the bank card register.

3.10. If the Client has requested delivery of the card via the courier service, the bank card is delivered to the Client in an envelope through the courier service. In this case, the card is provided in a blocked state.

The service tariffs are posted on the Bank's official website and are also provided to the Client through the Remote Banking System.

3.11. To receive electronic notifications of transactions carried out using the bank card, the Client must activate the SMS notification service upon receiving the card.

3.12. The card account may be used by the Client for the following purposes: crediting to the Client's account funds received from their own accounts or from the accounts of other individuals and legal entities in accordance with the law;

Conducting current cashless transactions in accordance with applicable law;

Transfer of funds for the opening of term and/or savings deposits, provided that the corresponding types of deposits are available, based on separately concluded agreements;

Accounting of funds transferred to the card account upon the expiration of a term/savings deposit;

Transfer of funds for conducting conversion operations for the purpose of sending international money transfers;

Depositing and withdrawing cash within the account balance;

Conducting other operations/actions with the card account in accordance with applicable law;

Cashless transfer operations from the card account, as well as the preparation of payment documents by the Bank on behalf of the Client, are carried out based on an application

completed in the form approved by the Bank, signed by the Client, and upon presentation of the bank card linked to the card account.

3.13. The Client shall be entitled to use the bank card in the following cases:

when making payments for goods, works, and/or services through terminals and/or networks;

when making payments through ATMs or information kiosks;

for withdrawing cash at the Bank's cash desks (or at other banks), through ATMs, or via information kiosks;

in cases provided for by applicable law and this Agreement.

3.14. The validity period of the bank card is indicated on the front side of the card.

3.15. With regard to the issuance of an additional card and its servicing, unless otherwise provided by the applicable law of the Republic of Uzbekistan, the terms of this Agreement shall apply.

3.16. For the purpose of ensuring the Client's use of the Bank's contact center services, maintaining security and information protection, as well as ensuring an appropriate level of service quality, the Bank shall have the right to record telephone conversations without additional notice.

3.17. In the event of a compromise, the Bank reserves the right, at its discretion, to block the bank card. The card may be unblocked only after the causes that led to its previous blocking have been eliminated.

3.18. The blocking of a bank card at the Client's initiative may be carried out by contacting the contact center, visiting the Bank, or using the Remote Banking Services.

3.19. The bank card may be blocked in accordance with the requirements of the legislation on countering the legalization of proceeds from crime, the financing of terrorism, and the proliferation of weapons of mass destruction, as well as upon the instruction of specially authorized authorities.

3.20. The Bank may withdraw the bank card in the following cases:

in the event the bank card is used by a person not authorized to do so;

if the bank card is not lost, upon its re-issuance;

upon the closure of the card account.

In this case, if the following deficiencies occurred on the part of the Organization, the funds will not be credited to the Client's account:

If the Organization did not provide the receipt no later than the next banking day from the date the funds were received in the transit account.

3.21. If the employees of the Organization have the ability to transfer funds to card accounts remotely, the Organization shall be exempt from the obligation to provide a receipt to the Bank.

3.22. If the deficiencies specified below on the part of the Organization are not remedied within 3 (three) banking business days from the date of receipt of the notification, the Bank shall return the funds previously credited to the special transit account to the account of the sending Organization:

If the Client's full name and card number indicated in the receipt do not match the actual full name and card number in the Bank's core banking system (CBS);

If the receipt and/or the list in the form established by the Bank have not been submitted to the Bank;

If the signatures and seal on the receipt do not match the corresponding specimen signatures of the Organization indicated on the card;

If there is a discrepancy between the amount received in the transit account and the total amount indicated in the receipt;

If the validity period of the Client's identity document has expired, as well as in the case of failure to provide documents upon the Bank's request in accordance with the terms of this Agreement;

In other cases provided for by the applicable law of the Republic of Uzbekistan.

3.23. No interest is accrued on the balance of funds in the card account.

3.24. For the purpose of preventing unauthorized use of bank cards, if the Client does not perform any transactions using the bank card for three hundred sixty-five (365) calendar days while a positive balance remains in the account, the Bank shall block the card. The Client shall be notified of this via a push notification in the mobile application or through another available communication channel at the Bank's discretion.

## **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **4.1. The Bank is entitled to:**

4.1.1. Bank cards are issued for use to individuals and legal entities, as well as to minors aged fourteen to eighteen, based on their applications and through the conclusion of an agreement or offer between the parties, in accordance with the procedure established by the internal control rules of commercial banks (Register No. 2886, May 23, 2017) on countering the legalization of proceeds from crime, financing of terrorism, and proliferation of weapons of mass destruction, after the Client has been identified;

4.1.2. For minors under the age of fourteen, bank cards are issued for use in commercial banks based on the written consent and application of one of their parents or a person acting in their place (legal representative), through the conclusion of an agreement or offer between the parties, after the Client has been identified in the prescribed manner in accordance with the internal control rules (Register No. 2886, May 23, 2017) on countering the legalization of proceeds from crime, financing of terrorism, and proliferation of weapons of mass destruction;

4.1.3. If necessary, in accordance with the procedure established by law, request from the Client supporting documents to verify the legality of transactions on the card account and the provision of services under this Agreement;

4.1.4. Withdrawal of the bank card in the following cases:

in the event of termination of this Agreement;

In the event the bank card is used by a person not authorized to do so;

Upon re-issuance of the bank card.

4.1.5. To debit the following amounts from the card account without the Client's consent:

The amount of transactions carried out using the bank card, including electronic payments made by the Client through the Bank's Remote Banking Systems;

The Bank's commission fee in accordance with the Bank's tariffs;

The amount of transactions exceeding the available (active) balance on the card account;

Funds mistakenly credited to the card account, provided there are appropriate grounds;

Amounts sufficient to repay any Client liabilities arising from other existing contractual relationships between the Client and the Bank that remain unpaid within 3 (three) banking business days from the date they arise.

In this case, to repay the Client's liabilities in a currency other than the currency of the card account, the exchange rate in effect at the Central Bank of the Republic of Uzbekistan at the time of repayment of such liabilities using funds from the card account shall apply;

4.1.6. In accordance with the legislation of the Republic of Uzbekistan on countering the legalization of proceeds from crime, financing of terrorism, and the proliferation of weapons of mass destruction, to require the Client to provide the necessary documents and information for proper verification, including additional information on the transactions conducted by the Client;

4.1.7. In the event of the impossibility of properly verifying the Client, to refuse the opening of a card account and the issuance of a bank card, not to perform transactions on the Client's card account, or to unilaterally suspend the Agreement;

4.1.8. To suspend transactions on the card account and freeze funds used in transactions in cases provided for by the applicable law of the Republic of Uzbekistan;

4.1.9. To suspend the crediting and debiting of funds in the following cases:

At the Client's request,

Upon the expiration of the Client's identity document,

In the event of failure to provide documents upon the Bank's request in accordance with the terms of the Agreement;

4.1.10. When accepting an application for the re-issuance of a bank card, to require the Client to return the bank card (except in cases of re-issuance due to card loss);

4.1.11. Collection of information from the Client related to the provision of services under this Agreement;

4.1.12. Unilateral changes to the limits of transactions conducted using Remote Banking Services, and their establishment;

4.1.13. For the purpose of ensuring the Client's security, the Bank shall have the right to block the bank card or close the bank account in the following cases:

In the event of detecting fraudulent activities in the use of the bank card;

If the bank card has not been used for the past 12 months;

In cases provided for by the applicable law of the Republic of Uzbekistan and this Agreement;

The Client shall be notified of this via a push notification in the mobile application or by other available communication means.

4.1.14. In the following cases, a decision is made to temporarily suspend operations on the bank card and withdraw the card from circulation:

In the event of circumstances indicating the unauthorized use of the bank card or its details;

When the bank card is used by persons not authorized to use it;

In other cases specified in the bank card usage agreement;

In other cases provided for by law.

## **4.2. The Bank is obliged to:**

4.2.1. To open a card account and issue a bank card to the Client within 3 (three) banking business days from the date of application submission without delay;

4.2.2. To ensure the ability to notify the Client around the clock in the event of loss of the bank card and/or unauthorized use of the card;

4.2.3. To notify the Client of changes in the Bank's fees for issuing and servicing the bank card, as well as of the early termination of the card, in the manner established by this Agreement;

4.2.4. Upon closing the card account, to promptly provide the Client with the funds available in the account from the next business day;

4.2.5. To process settlements for transactions conducted using bank cards in a timely and accurate manner;

4.2.6. To credit funds to the card account without delay from the next business day;

4.2.7. To consider the Client's application within the timeframes established by the legislation of the Republic of Uzbekistan;

4.2.8. Upon the Client's request, to provide the relevant documents and information related to the use of their bank card, in accordance with the procedure established by the Agreement;

4.2.9. To provide services for processing settlements on the Client's instructions in accordance with applicable law and the terms of this Agreement;

4.2.10. To debit from the card account the amount of all transactions conducted using the bank card and confirmed by a PIN code or one-time dynamic codes (the conditions for verifying the authenticity of transactions are provided in separate rules for using Remote Banking Services); one-time dynamic codes (the conditions for verifying the authenticity of transactions are provided in separate rules for using Remote Banking Services);

4.2.11. In cases provided for by law, to return funds subject to retention within the framework of settlements between the employer and the employee to the sender's account;

4.2.12. To provide the Client with additional services for remote information on the card account status or to provide Remote Banking Services in the prescribed manner;

4.2.13. Upon a written application from the Client or a request through the Remote Banking Systems, to provide a statement for the card account, and also, upon the Client's contact with the call center, after verifying their identity, to provide information on transactions conducted on the card account;

4.2.14. To maintain the confidentiality of transactions on the card account and provide information constituting banking secrecy to third parties only in cases provided for by the applicable law of the Republic of Uzbekistan;

4.2.15. Upon receipt of a notification of the loss or theft of a bank card, to temporarily suspend transactions using the bank card and take measures to withdraw the card from circulation;

4.2.16. At the Client's request, the use of the bank card shall be suspended and the card account shall be closed, and the remaining funds in the account shall be transferred to a deposit account until the Client requests their withdrawal;

4.2.17. Upon the Client's written request, upon the Client's visit to the Bank or through Remote Banking Service channels, as well as upon contacting the contact center provided that the correct telephone password is stated, the card shall be unblocked;

4.2.18. To inform the Client of any changes in the Bank's tariffs by posting notices on information boards and on the Bank's official website no later than 10 (ten) banking business days prior to their effective date;

4.2.19. Upon termination of this Agreement, the Bank Card shall be surrendered, the card account shall be closed, and the remaining funds thereon shall be transferred to a deposit account as instructed by the Client until they are withdrawn;

4.2.20. Based on the Client's written application, after payment of the commission in accordance with the Bank's tariffs, a new bank card shall be issued within three (3) banking business days in the event of damage to or loss of the card.

### **4.3. The Client has the right to the following:**

4.3.1. Carrying out transactions using a bank card in accordance with the rules of the payment system and the terms of the agreement concluded with the Client;

4.3.2. Receiving from the Bank complete information on the rules for using the bank card and on the limits of the Client's and the Bank's liability when carrying out transactions using the card;

- 4.3.3. Receiving from the Bank complete information about all transactions carried out using the bank card;
- 4.3.4. With their consent, to request from the Bank the issuance and registration of additional bank cards, providing the ability to manage their card account;
- 4.3.5. Refusal to use the bank cards with the condition of subsequent closure of the card account;
- 4.3.6. Free disposal of funds in their accounts within the limits of applicable law and the requirements of this Agreement;
- 4.3.7. Granting a third party the right to manage the card account and the funds on the bank card by executing a power of attorney in accordance with applicable law (the Client shall bear responsibility for any adverse consequences that may arise in connection with granting third parties the rights to manage the card account and the bank card);
- 4.3.8. Receiving from the Bank consultations, as well as information related to the servicing of the Client's card accounts, including account statements and details of transactions conducted;
- 4.3.9. To require the Bank to properly fulfill its obligations under the Agreement;
- 4.3.10. To withdraw cash using the bank card at ATMs/terminals, as well as to make payments for goods (works, services) through terminals/infokiosks/ATMs;
- 4.3.11. To receive information about changes in the Bank's tariffs, as well as about new banking services provided using the bank card, at the Bank's offices and on the Bank's official website;
- 4.3.12. Reissuance of the bank card or issuance of an additional card upon payment in accordance with the Bank's tariffs;
- 4.3.13. Within two (2) banking business days from the moment of receiving information about the status of their card account, the Client must submit a dispute regarding any unauthorized debit from their card account (a debit from the card without the Client's consent or due to the Bank's error is considered unauthorized, except for transactions specified in Clause 4.1.5 of this Agreement);
- 4.3.14. In the event of loss or damage of the bank card, it is necessary to contact the Bank with an application for its reissuance;
- 4.3.15. Blocking and/or unblocking of the bank card through Remote Banking Systems, by written request to the Bank, or by calling the contact center (if the card was blocked at the request of authorized authorities and/or in other cases provided for by law, unblocking of the card is not possible).

**4.4. The Client is obliged to do the following:**

- 4.4.1. Upon receiving the bank card, to present the original identity document and set a PIN code;
- 4.4.2. Settlement of transactions conducted using the bank card and confirmed by a PIN code or one-time changing codes (the conditions for verifying the validity of transactions are established by separate rules for providing remote banking services using the Bank's payment systems and external payment organizations);
- 4.4.3. At the Bank's request, to provide, within the timeframes established by the Bank, documents and information necessary for proper verification of the Client, including additional information regarding the conducted transaction;
- 4.4.4. To pay for banking services on time in accordance with the Bank's tariffs;
- 4.4.5. To ensure the security of the bank card and not disclose to third parties the card's PIN code, one-time SMS passwords, telephone passwords, and access credentials to payment systems;

4.4.6. In the event of a change in the passport or other personal data (surname, first name, patronymic, residential address, contact phone number, etc.), to notify the Bank in writing within five (5) banking business days from the date of the change, attaching the supporting documents;

4.4.7. In the event of loss or theft of the bank card, to immediately block the card through the Remote Banking Systems, contact the call center providing the correct telephone password, or notify the Bank in writing;

4.4.8. When reissuing a bank card due to its loss or damage, to pay the Bank the fee for the service established in the Bank's tariffs;

4.4.9. In the event of loss or theft of the bank card, to notify the Bank within 24 hours, as well as to independently block the card through the Bank's mobile application and/or notify the Bank via official remote banking channels within 24 hours;

4.4.10. To comply with the procedures and rules for using the bank card in accordance with the payment system rules established by the Bank — "UZCARD", "HUMO";

4.4.11. To use the bank card only within the available balance on the card account and not allow the occurrence of debt. In the event of a negative balance on the card account, to repay the full amount of the debt within one month from the date it arises (except in cases where an overdraft service is provided by the Bank under a separate agreement);

4.4.12. Not to conduct transactions related to entrepreneurial activities through the card account;

4.4.13. When conducting transactions on the card account, to ensure that there are sufficient funds in the card account to carry out the transaction and for the Bank to deduct fees for services;

4.4.14. Within two (2) banking business days from receiving information about the status of their card account, to notify the Bank in writing of any funds received from another person, and within three (3) banking business days from receiving information about the card account balance, to return to the Bank any funds erroneously credited;

4.4.15. To notify the Bank within two (2) banking business days from the moment of receiving information about the card account balance for the return of funds wrongly debited from the card account;

4.4.16. To bear full responsibility for the accuracy of the information and documents provided;

4.4.17. Upon the Bank's request, to provide documents and information related to the provision of services under this Agreement within three (3) banking days;

4.4.18. To independently familiarize oneself with the terms of the payment systems regarding connection, access, and provision of services on the official websites of the Bank and other payment organizations on the Internet;

4.4.19. To immediately notify the Bank in case of any threat to the security of one's personal data or upon suspicion of such threats, and to assume all risks associated with the potential compromise of information transmitted through public telecommunications networks, including the Internet;

4.4.20. To comply with the terms of the Agreement, as well as the rules and requirements for using the bank card;

4.4.21. To comply with the rules and procedures for using the bank card as established by the payment system operator.

## **5. COMMISSION FEES FOR BANKING SERVICES**

5.1. The cost of services provided under this Agreement is determined by the Bank's tariffs.

5.2. Payment for banking services is collected from the Client's funds in the card account by means of non-acceptance (automatic) debiting of the required amount by the Bank during the execution of individual transactions. The Client may pay for banking services for transaction processing either in cash or non-cash from funds in their other accounts with the Bank.

5.3. The Bank has the right to make changes to its tariffs. Clients are notified of such changes 10 (ten) banking days prior to their effective date by posting the relevant information at customer service locations as well as on the Bank's official website.

In cases where the commission amount under the Bank's tariffs is reduced (more favorable conditions are created for the Client), the Bank has the right to unilaterally apply these changes immediately from the day following the effective date of the changes made to the Bank's tariffs.

6.4. In addition to the rights and obligations specified in this Agreement, the Parties shall have the rights and obligations provided for by the applicable legislation of the Republic of Uzbekistan.

## **6. LIABILITY OF THE PARTIES**

### **6.1. The Client shall be responsible for the following:**

6.1.1. To ensure the legality of operations on the card account, as well as the accuracy of the information and documents provided to the Bank;

6.1.2. To compensate for losses arising from the unlawful actions of the client, including losses incurred by the Bank due to the failure to return funds mistakenly credited to the card account;

6.1.3. All transactions carried out prior to the Bank's receipt of the client's written request, a card blocking request via remote banking services, or a contact center notification regarding the loss/theft of the card or suspicious activity on the card account;

6.1.4. For the breach of its obligations and other terms of this Agreement;

6.1.5. For disclosing the login/password and/or allowing third parties to use their mobile number, email address, personal account, or mobile banking;

6.1.6. In the event the client provides card data and PIN code to third parties — for the unauthorized debiting of funds from the card;

6.1.7. For transactions carried out by third parties using the bank card in the event the client discloses the PIN code, telephone conversation password, access password to payment systems, or 3-D Secure code to third parties;

6.1.8. For any adverse consequences arising from transactions using the bank card over the Internet (whether involving the cardholder or not);

6.1.9. For any adverse consequences arising from card transactions in the event of its loss or damage (whether involving the cardholder or not);

6.1.10. For failure to provide the bank with a written notice or for untimely notification of the theft/loss of the card, PIN code and/or CVV-2, or loss of control over them;

6.1.11. In addition to the rights and obligations set forth in this Agreement, in cases provided for by the applicable laws of the Republic of Uzbekistan.

### **6.2. The Bank shall be liable for the following:**

6.2.1. Unauthorized debiting of funds from the client's card (actual loss);

6.2.2. Untimely opening of the card account, as well as failure to receive the bank card;

6.2.3. Unauthorized disclosure of banking secrecy;

6.2.4. After receiving from the client a statement regarding the loss of the bank card or its unauthorized use, the bank takes into account all transactions made with the lost or unauthorized bank card;

6.2.5. For all transactions conducted using a counterfeit bank card.

**6.3. The Bank shall be exempt from liability in the following cases:**

6.3.1. In the event of a delay in crediting funds to the client's online account or their temporary unavailability due to technical malfunctions in the processing center or other related circumstances;

6.3.2. Due to the refusal of a third party to provide services for the bank card;

6.3.3. The quality of goods (works, services) purchased using a bank card;

6.3.4. In the event of causing moral and/or material damage to the client during operations with a bank card at service points of other banks participating in the payment systems "UZCARD," "HUMO," and/or MUNIS, as a result of the actions or inactions of these other participant banks;

6.3.5. For transactions carried out by third parties using the bank card prior to the bank receiving written notice of its loss or theft, as well as before the card is blocked following the client's contact with the call center, in the event of untimely written notification regarding the blocking of the lost or stolen bank card;

6.3.6. Transactions carried out by third parties using the bank card as a result of the client disclosing the card's PIN, SMS passwords, telephone conversation password, and access passwords to payment systems to third parties;

6.3.7. Blocking of the bank card as a result of three consecutive incorrect PIN entries;

6.3.8. On the suspension of operations in commercial banks and the freezing of funds used in transactions, in accordance with the legislation of the Republic of Uzbekistan on countering the legalization of proceeds from crime, the financing of terrorism, and the financing of the proliferation of weapons of mass destruction;

6.3.9. For the untimely or complete failure of the client to provide documents and information requested by the bank for carrying out banking operations and proper client verification, as well as for any inaccuracies or errors in the provided documents;

6.3.10. For the bank's inability to fulfill its obligations due to reasons beyond its control, as well as in the event of force majeure circumstances;

6.3.11. For unlawful actions of the client when using the payment systems of external payment organizations;

6.3.12. In the event of untimely posting of funds to the online accounts of the organization's employees or their temporary unavailability due to technical malfunctions of the Unified Republican Processing Center or other circumstances related to its activities;

6.3.13. Due to a discrepancy between the information contained in the paper register/statement and the data of the Bank's automated banking system;

6.3.14. Due to the suspension of operations on the Organization's transit account in accordance with the legislation of the Republic of Uzbekistan;

6.3.15. In the event that the bank cardholder violates the rules and procedures established by the Agreement;

6.3.16. Upon identification of facts indicating that the bank cardholder has committed unlawful actions;

6.3.17. In the event that the bank cardholder fails to notify the issuer of the loss of the bank card or its unauthorized use;

6.3.18. In the event that the Client discloses to third parties information related to the bank card (PIN code, one-time SMS codes, and other details).

## **7. TERM OF THE AGREEMENT AND PROCEDURE FOR ITS TERMINATION**

7.1. This Agreement enters into force from the moment the application, which constitutes Appendix №1 to the Agreement, is signed and shall be deemed concluded for an indefinite period.

7.2. This Agreement may be terminated at the Client's initiative at any time, provided that all payment obligations related to the provision of banking services have been fulfilled, by submitting the relevant application in person to the appropriate subdivision of the Bank or via the Bank's mobile application.

Termination of the Agreement by the Bank shall be carried out after all completed transactions have been fully settled and all operations related to the Client's servicing have been completed.

7.3. This Agreement may be unilaterally terminated by the Bank in accordance with the requirements of the legislation on countering the legalization of proceeds from crime, the financing of terrorism, and the proliferation of weapons of mass destruction, as well as in the event that no transactions have been carried out on the card during the last 12 months, there is no outstanding debt, and no funds remain in the card account.

7.4. At the Bank's request, this Agreement may be terminated by a court in cases provided for by the legislation of the Republic of Uzbekistan.

7.5. The termination of the Agreement constitutes grounds for closing the card account.

## **8. CONFIDENTIALITY**

8.1. The Bank and the Client are responsible for ensuring the confidentiality of information within the framework of this Agreement.

8.2. The information provided by the Bank and the Client to each other within the scope of this Agreement is confidential. The parties shall take all necessary and sufficient measures to prevent the disclosure of such information to third parties.

8.3. The Bank and the Client are responsible for maintaining the confidentiality of banking secrets and information within the framework of this Agreement.

## **9. EMERGENCY SITUATIONS**

9.1. The Parties shall be released from liability for failure and/or partial fulfillment of their obligations under this Agreement if such failure occurs due to force majeure circumstances arising after the conclusion of this Agreement, in which the Parties could not prevent the consequences by the measures available to them.

9.2. The consequences of force majeure are understood to include: earthquakes, floods, fires, other natural disasters, epidemics, decisions of government authorities that prevent the fulfillment of the terms of the Agreement, as well as acts of war.

9.3. In the event of the occurrence of such consequences, the party affected by the force majeure is obliged to immediately notify the other party in writing.

9.4. «If the aforementioned consequences last for more than three months, the parties have the right to suspend the performance of their obligations under the agreement unilaterally, with prior notice to the other party. In such a case, the agreement is terminated with respect to the unfulfilled part, and the parties shall settle accounts for the fulfilled and unfulfilled portions of the agreement.

## **10. PROVISIONS ON SANCTIONS**

10.1. The Client guarantees, acknowledges, and undertakes to conduct account operations strictly in compliance with applicable sanctions and without violating them. At the time of entering into this Agreement, the Client complies with policies and procedures aimed at ensuring adherence to sanctions. “Sanctions” shall mean any economic or financial sanctions administered, including but not limited to, by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Government, the United Nations, the member states of the United Kingdom, the European Union, or other authorities, departments, or agencies of any countries (hereinafter referred to as “Sanctions”).

10.2. The Client does not make and is not entitled to make any payments under agreements, transactions, or contracts with persons subject to sanctions, or for their benefit.

10.3. In the event that any representation made by the Client is found to be false, incorrect, and/or inaccurate, or if any of the obligations stipulated in this Agreement are not fulfilled by the Client, the Bank shall be released from any financial liability for the non-return, blocking, freezing, or loss of funds in the course of operations carried out based on the Client’s payment instructions.

In this case, the Client undertakes to compensate the Bank for any direct and/or indirect losses arising from the Client’s breach of obligations under this Agreement and/or as a result of the inaccuracy or untruthfulness of the Client’s representations, at the Bank’s request, within 10 (ten) business days from the date of receipt of such request.

In this case, the Bank has the right to unilaterally refuse to perform the Agreement, in whole or in part, by sending the Client a corresponding notice no later than 3 (three) calendar days prior to the intended date of such unilateral refusal.

10.4. The Bank shall not be held liable for any adverse measures imposed by authorized authorities, organizations, or banks (including, but not limited to, the blocking of funds, refusal of payment, or otherwise) and is not obliged to compensate the Client for any losses arising from the application of any sanctions (including, but not limited to, relevant lists such as OFAC, EU Sanctions Map, OFSI, SDN, and CARTA). Even if, as a result of such sanctions, the Bank’s obligations under this Agreement are not fulfilled or are improperly performed, the Bank shall be released from liability.

10.5. The Bank has the right not to execute the Client’s transactions in favor of banks and/or counterparties that are subject to restrictions or prohibitions under the laws of other countries (OFAC, EU Sanctions Map, OFSI, SDN, and CAPTA).

In such a case, the client bears full and independent responsibility to their counterparties for the Bank’s non-execution of their orders/instructions.

10.6. If, in connection with the execution of the client’s instructions, fines (related to movable or immovable property) or sanctions are imposed on the Bank, the client is obliged to reimburse the Bank for any losses resulting from such sanctions and also pay the said fines.

## **11. ANTI-CORRUPTION PROVISIONS**

11.1. In the performance of their obligations under this Agreement, the Parties, as well as their affiliated persons, employees, or representatives, shall not pay, offer to pay, or allow the transfer of money or valuables to any persons for the purpose of obtaining any unlawful benefit or other advantage, or to influence the actions or decisions of such persons.

11.2. In the performance of their obligations under this Agreement, the Parties, as well as their affiliated persons, employees, or representatives, shall not engage in any actions contrary to the applicable legislation on bribery, receiving bribes, or commercial bribery facilitation, as well as the requirements of legislation and international regulations on countering the legalization of proceeds from crime and the financing of terrorism.

11.3. If one of the Parties becomes aware that the other Party has violated the terms set forth in this section, it shall immediately notify the other Party and demand the adoption of appropriate measures and the performance of necessary actions.

11.4. If, at the request of a Party, appropriate measures are not taken or no notification of the results of the review is provided, that Party shall have the right to unilaterally suspend or terminate the agreement and to demand full compensation for any resulting damage.

11.5. The Parties agree that upon entering into this Agreement, during its term, and after its termination, they shall not engage in any corrupt practices related to this Agreement.

## **12. OTHER PROVISIONS**

12.1. The Bank shall have the right to unilaterally amend the terms of this Agreement by posting a new version of the Agreement and the Bank's tariffs on its website. The amendments shall become binding on both the Bank and the Client from the moment they are published on the Bank's website.

12.2. For the purpose of performing the actions stipulated in this Agreement, as well as in accordance with the provisions of the Law of the Republic of Uzbekistan "On Personal Data," the Client grants the Bank the right to store and process any information regarding their personal data, including automated processing. This right includes the collection, systematization, storage, modification, supplementation, use, provision, dissemination, transfer, anonymization, and destruction of the Client's personal data. Furthermore, the Client gives consent for the transfer of their personal data to third parties for the purpose of carrying out the actions stipulated in this Agreement.

12.3. In the event of any disagreements regarding the terms of this Agreement and their performance, the dispute shall be resolved through mutual agreement of the Parties. Disputes and disagreements on which the Parties fail to reach an agreement shall be referred to the competent court at the location of the Bank's branch.

12.4. If the Bank has suspended the Client's card operations (except in cases of card blocking due to incorrect PIN entry), the Bank shall, no later than the next business day after the suspension, send the Client a notification specifying the reason for the suspension of operations on their accounts.

12.5. If the Bank debits funds from the Client's bank cards without the Client's consent to repay a loan or microloan, the Bank shall, no later than the next business day after such debit, send the Client a notification specifying the amount debited, the reason for the debit, and the name of the recipient of the funds. The notification shall be delivered to the Client in person, by mail, electronically, or via other communication channels. The Client independently selects the method of receiving the notification when submitting the application for the issuance and servicing of bank cards.

