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## GENERAL TERMS OF BANKING SERVICES OF ARMECONOMBANK OJSC

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## 1. GENERAL PROVISIONS

1.1. This document sets forth the order, forms, demands, principles, rights, obligations and responsibilities of customers and other general terms of the provision of banking services (hereinafter “General Terms” or “Terms”) offered by ARMECONOMBANK OJSC (hereinafter referred to as “the Bank”) to customers.

1.2. In terms of this document:

- **Bank** – ARMECONOMBANK OJSC
- **Customer** – a legal entity or an individual that uses or desires to use banking services offered by the Bank.
- **Agreements**- agreement on provision of banking services offered by the Bank
- **Account** – Bank or other accounts opened /to be opened by the customer with the Bank
- **Card**- payment card of local and/or international payment system issued by the Bank for the Customer. The cards are classified in the following way:  
Debtor - ArCa Junior, ArCa Social, ArCa pension and VISA ELECTRON pension  
Payment - ArCa GOLD PARADOX, ArCa CLASSIC, ArCa CLASSIC MIR, ArCa BUSINESS, ArCa ADIDAS, MASTERCARD GOLD, MASTERCARD BUSINESS, MASTERCARD STANDARD, MasterCard ARMEC'S GOLD, MasterCard ARMEC'S STANDARD, VISA INFINITE, VISA PLATINUM, VISA GOLD, VISA BUSINESS, MASTERCARD MAESTRO, VISA ELECTRON, VISA CLASSIC, VISA CLASSIC PLUS,
- **Tariffs** - type, amount, procedure and terms of fees to be paid against the banking services offered by the Bank
- **Identification** – an obligatory process of verification and approval of the Customer’s identity. While executing transactions at the Bank, the identification is verified on the basis of identification documents submitted by customers. When transactions are being executed on non-face-to-face communication basis (through electronic transactions), the customer is identified through Customer Identification data.
- **Client identifying data** – Client identifying data is envisaged to be applied in the electronic environment or during non-face-to-face communication, which can be PIN code (secret password), card’s CVV code, parole, password or other means by the use of which the client will be deemed identified.
- **Application**- an application (in the form prescribed by the Bank) to be submitted to the Bank by the client to use the appropriate banking services offered by the Bank
- **Transactions/Operations** – account replenishment by cash, cash withdrawal from an account, implementation of cashless transactions via the account and other transactions executed through the account
- **Payment limit** –Transaction limit of Card account positive balance and credit line opened on the account
- **Withdrawal limit** – Total amount of daily cash withdrawals and/or total number of transactions set by the Bank.  
(maximum amount and /or quantity of transactions)
- **Operation/Transaction Date** - *The actual day of card transaction*
- **Transaction registration date** – Date as of which the Bank receives information on the actual execution of the transaction.
- **Trade outlet ( hereinafter “TO”)**- a partner of the Bank, which the Bank installed, activated POS/cash registers(POS) /Virtual POS terminal with (hereinafter referred to as “Terminal”).

1.3. To use the Bank services under the Terms, the customers is obliged to sign an Agreement with the Bank, submit credible and accurate documents, announcements, agreements (hereinafter “Documents”) required by the Bank necessary for the recognition, identification, as well as for the provision of appropriate banking services, submit an application to the Bank for the use of appropriate banking service in compliance with the RA legislation, normative legal acts of the Central Bank of Armenia and the Bank’s internal legal acts and pay all the fees set by Tariffs.

1.4. At the moment of applying to the Bank to use services offered by the Bank the customer agrees:

- To submit all the required Documents to the Bank. Should the customer fail to provide the Bank with all the necessary documents the Bank is eligible to refuse rendering the offered banking service to the Customer.
- To be served under the rules set by the Agreement, Terms, Terms and Conditions ensuring execution and maintenance of the requirements defined by them, including due, timely and full payment of fees set by Tariffs.
- the Bank shall have the right to withdraw fees set by Tariffs from the funds available on the Customer's account or any other assets held by the Bank without prior notice (without the Customer's additional instruction), set off Customer's monetary obligations against the Bank (credits, credit lines, guarantees and /or arising from other grounds within the period of their payment, at the moment of violating predefined terms or before violating the term if the customer has violated his/her liabilities before that), as well as the Client's receivables or other liabilities. Moreover, the Bank, at its sole discretion, may determine funds collection order, unless otherwise defined by the Bank's and customer's written consent.

- In case of necessity to convert currencies related to the execution of transactions, the Bank shall make the conversion at the exchange rate defined by the Bank as of the given day for the acquisition of the appropriate currency, unless otherwise defined by RA legislation.
  - In order to build business relationship with the Bank and / or make a one-time transaction, the Bank, without any time limit, will process the Customer's personal data, including name, surname, patronymic, gender, birth data, identity document and e-mail data, information on residence, registration, citizenship, employment, income, employer, education, marital status, work, residence and cell phone numbers, residence status data, loan liabilities, data on bank deposits, accounts, real estate, vehicles and other movable property data, data on persons affiliated with the client indicated in this clause, data on legal, law enforcement, administrative cases against the Client to verify the identity of the customer and ensure the latter's identification.
  - On the purpose of checking the identity of the customer and ensuring the identification thereof to build business relationship and/or execute a one-time transaction with the Bank, the Bank will carry out any action or a set of actions to collect or register or coordinate or organize or store or use or amend or restore or transfer or correct or block or destroy the customer's personal data or any other activities regarding thereof.
- 1.5. In the cases set forth by RA law on "Combating Money laundering and Terrorism Financing", Regulations of the Central Bank of Armenia and/or internal legal acts of the Bank based on them, the Bank is eligible to suspend, terminate and /or reject the execution of Customer's instruction(s) and/or in customer's favor transactions. The description of services offered by the Bank is provided by the information bulletins of the relevant services which are periodically published and constitute the integral part of Terms.
  - 1.6. Terms and Tariffs constitute an integral part of the Agreement, they are common to the clients and are published on the Bank's website - (<http://www.aeb.am>). The general Terms and Tariffs are approved by the resolution of the Bank's Executive Board and the Bank is eligible to change and update them unilaterally, which come into force on the day of publication unless the Bank defines another term for the entry into force of these changes.
  - 1.7. The notification made by the Bank through the means of communication specified in the agreements or other documents submitted to the Bank by the Customer is deemed to be duly delivered to the Customer from the 7<sup>th</sup> day after it being delivered in case of sending notification to mail address, and in case of other means of communication from the day following the day of transfer. If the customer informs the Bank in written about the change of the relevant way of communication the notification sent to the changed address within the defined timeframe shall be deemed duly received by the Customer.
  - 1.8. On the purpose the Bank to communicate with the customer, the Customer is obliged to provide the Bank with his / her acting e-mail address, his / her mobile phone number, ensure constant access to those means of communication, receive the information sent by the Bank via the aforementioned means of communication (including the information subject to mandatory provision by the bank to the customer as prescribed by RA Legislation ) and get acquainted with it, otherwise the Customer is obliged to require the Bank to provide the information at the Bank's premises on hand with a periodicity not exceeding 30 days . If the customer does not submit a written objection within 15 calendar days from the date the information has been sent or provided in person to the Customer, it shall mean that the Customer agrees with the information sent or received in person.
  - 1.9. If the Customer has submitted a claim against the Bank for payment of a penalty set forth by law on violation of the depositor / consumer / right and the Customer has violated any obligation to the Bank under the Agreement, Terms and Conditions, the Bank has the right to demand and confiscate a penalty in the the same amount from the Customer.

## **2. BANK AND OTHER ACCOUNTS**

- 2.1. The account is opened if the client meets the requirements set forth in 1.3 Article of General Provisions of this document.
- 2.2. The customer may open the following accounts with the Bank: temporary, basic account, unallocated metal account, savings account, joint account, escrow account, developer's accounts, special and other accounts offered by the Bank.
- 2.3. The accounts are opened in the currencies offered by the Bank.
- 2.4. In the cases stipulated by RA Legislation the Bank may provide information on an account opening /closing to the tax authorities.
- 2.5. The Bank shall notify the Client about the account opening by the latter's desired way of communication.
- 2.6. The following transaction may be implemented through the account.
  - Cash in/ cash out

- Cash pay-out within the limits of positive balance of the account
- Cashless transfers within the limits of positive balance of the account
- Money transfers among the different accounts of the client
- Other transactions set by the information bulletin of the relevant account

2.7. The account shall be maintained in accordance with requirements of the Agreement, Terms and Tariffs.

2.8. The Bank writes off monetary funds from the Client's account upon the latter's order/instruction/ after identifying the client and within the limits of funds /positive balance/available on the account for the transaction or the charge of fees defined by the Tariffs, as well as other cases envisaged by the Law or the Agreement.

2.9. The Bank may reject the Customer's instruction, if:

- The requisites and passwords of the instruction provided to the Bank are incorrect, incomplete and/ or the Bank is unable to identify the Client (its representative).
- There aren't sufficient funds available on the account to execute transactions specified in the instruction and/or to charge fees against the Bank's services set by Tariffs.
- Force majeure circumstances arise that impede their execution.

2.10. The Customer has the right to instruct the Bank to debit monetary funds from his /her account at the request of third parties related to the executions of the customer's liabilities towards those entities. The Bank accepts those orders provided that they contain all the necessary data in writing to identify the entity submitting the claim.

2.11. The powers of the client's representative are verified by the power of attorney given by the Customer in the manner prescribed by the Law. In case of individual customer the power of attorney must be notarially certified or issued by the Client at the Bank with the approval of the relevant officials of the Bank.

2.12. Interests against on-demand monetary funds available on the account are calculated and paid to the Customer in the size defined by the tariffs.

2.13. In the cases and manner prescribed by RA Legislation restrictions may be imposed to monetary funds available on the account based on the court, compulsory enforcement and tax authorities' decisions. In the cases and order prescribed by the RA Legislation the monetary funds available on the account may be confiscated based on the court, compulsory enforcement and tax authorities' decision and after which within 30 calendar days the Bank shall to notify the Customer about that.

2.14. Funds available on the account may be managed through electronic means and other documents by using customer's identification data in them, which will confirm that the order has been given by the Customer or by the person authorized by the latter.

2.15. In the cases, manner and periodicity prescribed by the RA Legislation the Customer is eligible to receive free account statements and other information subject to mandatory provision as defined by RA Legislation. In other cases not prescribed by the RA Legislation, the customer may be provided with account statements and other information on the transactions executed through the account after paying all the fees defined by Tariffs.

2.16. Fees defined by Tariffs for the account service and transactions executed through the account shall be paid within the terms set by Tariffs. The payments shall be implemented within the terms determined by the Bank's discretion unless they are defined by Tariffs.

2.17. The Bank activates the funds credited to the Client's Account not later than on the next banking day after the relevant payment order was submitted to the Bank.

2.18. The Customer's orders to pay-put or transfer monetary funds from the account shall be executed by the Bank no later than the next day after the receipt of the relevant payment order by the Bank, unless otherwise specified by the Law, banking rules or Terms.

2.19. In order to perform Customer's monetary obligations the Bank may write off funds from Customers' account without prior notice, informing the Customer about that within 30 banking days, unless shorter terms are defined by the Law.

2.20. The Bank guarantees the confidentiality of transactions implemented via account and information on the client.

2.21. The Bank may provide the Client or the latter's representative with information constituting bank secrecy. State authorities or their officials may be provided with the aforementioned information exclusively in the cases and manner defined by the law as well as upon the customer's written consent.

2.22. Special accounts are opened and maintained at the bank in compliance with the requirements of RA Legislation and the Bank's internal legal acts. The rules defined by Terms and Tariffs for the ordinary accounts apply to the special accounts to the extent that do not contradict the requirements set by RA Legislation and the Bank's internal legal acts designed for special bank accounts.

- 2.23. The account may be closed at any time upon the Customer's request.
- 2.24. The bank can close the account in the following cases:
- when the monetary funds available on the customer's account are less than the minimum amount set by Tariffs for the particular account and the amount is not recovered within a month after being notified by the Bank
  - in case of absence of transactions through the given account within a year,
- 2.25. In case of account closure the balance available on the account shall be given to the Client or, upon the customer's instruction, transferred to the other account not later than within seven days after the receipt of Customer's appropriate written application by the Bank.
- 2.26. In case of change of beneficiary or appearance of beneficial owner during a one-time transaction or business relations with the Bank the client is obliged to immediately inform the Bank.

### 3. PAYMENT CARDS

#### 3.1 Card provision terms and validity period

- 3.1.1 The card is issued after the Customer meets the requirements set by Article 1.3 of General provisions of Terms and extended to the Client within maximum 5 banking days.
- 3.1.2 Simultaneously with the issue of the Card a card account serviced by the given card shall be opened.
- 3.1.3 Card accounts are opened in appropriate currencies offered by the Bank.
- 3.1.4 Upon the Customer's relevant application more than one card may be issued for the use of the customer and for the service of the card account.
- 3.1.5 For the purpose of the account service a card (hereinafter "Attached car") may be issued for the third person.
- 3.1.6 The types, forms and the description of cards issued by the Bank are provided in the information bulletin of card accounts, which is published and constitutes the integral part of Terms. Rules defined by payment and settlement system may be applied to the cards belonging to the relevant clearing system.
- 3.1.7 The card is provided to the client in blocked condition and the unblocking of the card is carried out within one business day after the card is provided to the customer.
- 3.1.8 In case the card's mandatory requisites envisage the presence of Client's signature in the appropriate part of the card, the Customer must sign in the field of signature while receiving it. The absence of a signature or its discrepancy is a legal basis for declining the card service.
- 3.1.9 The card is provided with an envelope containing a PIN code (secret password) or upon the customer's preference a one-time password is sent to the customer's phone number, which after entering into ATM, the Customer can change and enter his/her preferred PIN code,
- 3.1.10 Card's validity period is indicated at the front of the card (the card is valid until the last calendar day inclusive of the relevant month of the year on the card).
- 3.1.11 Failing to pay annual/monthly issue/service fees of the card set by Tariffs on time can be a base for suspension of the card.
- 3.1.12 In case of early termination of the card previously charged service fee is not refunded.
- 3.1.13 Provisions defined by Paragraph 2 of the Agreement for bank and other account shall apply to the card account, unless otherwise defined by the given paragraph.

#### 3.2 Card usage

- 3.2.1 While making a payment with a card through electronic devices /POS terminals and so on/ the customer is to sign the receipt at the request of a trade outlet if the Customers Identification data is not applied.
- 3.2.2 The Bank is not liable for direct or indirect damages caused to the customer while making a cash withdrawal at any ATM or because of non-maintenance of the card at trade outlets as a result of their breakdown /including expired cards/.
- 3.2.3 Individual customers shall be provided with account statements with periodicity of 30 days by the means of communication that they have chosen.
- 3.2.4 The customer should accept the statements and check the compliance of transactions reflected in the statements with the actual transactions executed. In case of reviling discrepancies in the statements the Client should inform the Bank within fifty-five days after the receipt of the statement. Failure to submit a claim on the discrepancies in the statements within the aforementioned period, or within other period under the rules of payment and

settlement system set for the appropriate cards, will confirm the compliance of transactions reflected in the statements with the transactions executed by the Customer.

- 3.2.5 In case of objections concerning account balance and/or any transaction, within the terms mentioned in 3.2.4 paragraph the cardholder should submit an application-complaint to the Bank in the manner prescribed by the latter to start the appeal process under the rules set by payment and settlement system of the relevant card. The Bank provides the customer with the results of the application-complaint within 10 working days by the latter's desired means of communication. In case of satisfaction of application-complaint the chargeback is carried out. In case of rejection of the application-complaint the Bank shall provide the Customer with a written answer.
- 3.2.6 To prevent frauds and ensure the safety of the Customer's account the Bank may define daily encashment limit and/or maximum acceptable limit on the transactions against the monetary funds available on the Card Account, which may be amended upon the Customer's appropriate application.
- 3.2.7 The card usage features, benefits, privileges are set forth by the Information Bulletin of the given card.
- 3.2.8 Customer's liabilities towards the Bank arising from the transactions executed within the card's validly period or after that shall not be terminated in case of closure of the Card and are subject to full execution.
- 3.2.9 While making payments through Visa cards' contactless method, transactions in the amount of AMD 20.000 equivalent foreign currency may be executed without PIN code input.

### 3.3 Types of Card transactions

- 3.3.1 Customers can make transactions with credit cards in RA currency and/or foreign currency bank accounts defined by the Bank.
- 3.3.2 The following transactions may be executed with the Card (in particular, transactions can be limited according to the type of a card and /or depending on the conditions of the agreement signed with the Bank).

#### **Individual customers:**

Receive monetary funds in AMD or foreign currency within and outside of the RA territory

To pay for goods (works, services, intellectual work) in Armenian dram within RA territory and in foreign currency outside of RA territory.

Other transactions in AMD and foreign currency, if their performance is not limited by law or other regulatory legal acts.

#### **Legal entities, private entrepreneurs:**

Get cash in the currency of the Republic of Armenia for estimates associated with economic activity of the Republic of Armenia including estimates of operational and administrative expenses,

Get cash in the currency of the Republic of Armenia for non-cash estimates associated with economic activity of the Republic of Armenia including estimates of operational and administrative expenses,

Other transactions in RA currency and foreign currency if their fulfillment is not restricted by RA law or other legal acts.

- 3.3.3 Transactions in a currency different from that of the currency of the card account are calculated in the rates defined by the Bank for the sale and purchase of the appropriate currency as of the date of the transaction. The Bank is not liable for the damages arisen from differences of currency exchange rates.

### 3.4. Card safety rules

- 3.4.1 In case the card's mandatory requisites envisage the presence of Client's signature in the appropriate part of the card, the Customer must sign in the field of signature on the opposite side of the card while receiving it.
- 3.4.2 The card should be kept in a safe place, away from other people, humidity, high and low temperature and strong magnetic field. Mechanical damages or excessive bending should be avoided.
- 3.4.3 The Card must be inaccessible for third parties. It is not allowed to give the Card and / or PIN code to third parties for the purpose of making payments.
- 3.4.4 PIN code shall be kept secret and it is not allowed to disclose or make it accessible to third parties. Do not keep PIN code in the wallet. Only the customer should know PIN code.
- 3.4.5 After memorizing PIN code written in the envelope we recommend you to destroy the envelope.
- 3.4.6 While making transaction and entering the wrong PIN code for three (3) times successively, the card will be blocked, it may be confiscated as well and the customer won't be able to use the account until the latter applies to the Bank in written to unlock the card.

- 3.4.7 In case of card loss or theft the customer must immediately inform the Bank by phone call (+37410530761 or +37496012816), based on which the Bank blocks the card account to ensure the safety of monetary funds available on the account. The unblocking of the card is made upon the Customer's application.
- 3.4.8 In case of card theft it is recommended to inform law enforcement bodies as well and submit the evidence of applying to the mentioned body to the bank which will serve as a base to provide law enforcement bodies with the information on attempts of illegal use of the card upon the latter's request.
- 3.4.9 While entering PIN code in the presence of third parties or cameras the customer should be careful not to disclose the PIN code to third parties. In the evening hours it is preferable to use ATMs located in well-lighted and public places to avoid card theft. The customer should not provide third parties with PIN code or let them make transactions instead of him/her.
- 3.4.10 The customer should be careful and not forget to take the money and the card from an ATM. In case of not taking the card, a signal may sound and a few seconds later the card will be swallowed by the ATM.
- 3.4.11 In case of confiscation of the card by an ATM, the customer shall apply to the Bank to get it back. The bank provides the card to the Customer within 10 business days.
- 3.4.12 In case of noticing additional devices, wires, adhesive tapes and other suspicious means attached to the ATM, its keyboard or card reading devices, the Customer should refuse to execute transactions immediately notifying the Bank thereof.
- 3.4.13 It is recommended to make card purchases only from well-known and reliable trade outlets. The Customer should not send his/her card details (card number, expiry date, etc.) by e-mail to third parties.
- 3.4.14 In trade outlets the Customer should show and give the card only to the cashier. While executing transaction the customer should keep the card within his/her eyeshot and should not allow the cashier take the card away from the service center.
- 3.4.15 While making transactions via POS terminals in trade and service outlets the customer should be provided with two receipts, and by the cashier's request one of these receipts must be signed by the Customer. In some outlets transactions are made via manual printers and the necessary information is written down by a cashier. In this case the document should be made in 3 copies. Before signing the document, the customer must be sure that the amount of money from the purchase, received service or the value of cash, coincides with the amount indicated on the receipt. One should never sign the document, if the amount of money is not pointed on it.
- 3.4.16 Cardholder must get his/her copy of the receipt and keep it.
- 3.4.17 Do not enter the PIN code while making online purchases. It is necessary to keep all the documents and receipts connected with the internet transaction. Be sure that the sending of information about the card is encrypted. Check, whether the address of the website (URL) of the particular outlet starts with https:// index. At the same time, at the ridge of the browser should appear the image in visage of closed lock.
- 3.4.18 Be aware of a message received by E-mail address, which contains attached files or unknown website addresses. It can endanger the revelation of important and secret information by the help of computer virus or other infected software.
- 3.4.19 Install the latest versions of anti-virus and anti-hacking programs in your computer and update their databases on time. It is also necessary to update other programs of your computer periodically.
- 3.4.20 Never answer to the questions through e-mail, which contain information on cardholder personal details. If you are required to inform your bank code (don't confuse it with PIN code), passport number or other similar information by phone or by other means of communication, don't inform anything, unless you are sure in legality of the request.
- 3.4.21 Be aware of false web site addresses bearing close resemblance to the web site or the e-mail address of a corporate entity, which will likely mislead you.
- 3.4.22 Do not close the browser window only. To exit the web site follow the appropriate instructions, otherwise someone else may have access to that site.
- 3.4.23 Avoid making financial transactions in joint outlets, which offer services by internet (Internet-cafe, etc). They may have special software which can register cardholder's actions and reveal all the details typed through the keyboard of the computer.
- 3.4.24 ArCa 3-D Secure, MasterCard® SecureCode and Verified by Visa® (VbV) systems are available in Internet outlets to enhance the security of card transactions. These systems offer the modern level of security for the transactions made by ArCa, MasterCard and Visa cards, based on sending SMS messages to cardholder with a code for a single use. Every time cardholder make a transaction in trade outlets, using the aforementioned systems, he/she will receive SMS message with a code for one use only, which should be immediately entered in the appropriate place, otherwise the transactions will be declined. Moreover, cardholder must not provide third parties

with the code, and in case of the absence of mobile phone number or its change, cardholder should apply to the bank personally. In exceptional cases, if the bank permits, cardholder can notify the Bank by other means of communication based on the written application.

- 3.4.25 While using ATM situated in a closed area, the access of third parties should be banned. Card reader devices having access to ATMs and located in aforementioned areas, should not require cardholder's PIN code. In case of entering the PIN code by mistake, block the card and apply to the Bank.
- 3.4.26 If the transaction is terminated by cardholder or some error occurs during termination, the cardholder must require to destroy the cashier's copy of document in his/her presence. Cardholder's copy must be kept, which will allow to dispute the particular transaction in short term, in case of deceit by cashier, and freeze cardholder's money related to terminated transaction.
- 3.4.27 If you return purchase, paid by card, require and keep the appropriate document from the outlet. The document must contain all the details on terminated transaction (card number, initial date of transaction, verification code, returned cash).

### **3.5 Obligations and Rights of the Bank**

#### **3.5.1 The Bank is obliged to:**

- 3.5.1.1 Secure Card service according to the rules adopted by the appropriate payment and settlement service for the given card.
- 3.5.1.2 Provide the cardholder with the account statement in the manner and cases set by Terms.
- 3.5.1.3 Block the card after the notification of the card loss or theft by the Customer.
- 3.5.1.4 Keep banking secrecy regarding the cardholder in compliance with RA Legislation and the agreement.

#### **The Bank is eligible to:**

- 3.5.2.1. Reject card transactions, if the requested amount exceeds the payment limit.
- 3.5.2.2. Impose restrictions on the funds available on the account in the manner and cases prescribed by RA legislation based on court, compulsory enforcement and tax authorities' decisions.
- 3.5.2.3. Charge fees set by Tariffs from the account without acceptance, set off the Customers all receivables owned, and other loan or monetary liabilities to the Bank.

### **3.6. Obligations and Rights of the Cardholder**

#### **3.6.1 The cardholder is obliged to:**

- 3.6.1.2. Pay all fees and penalties related to card and card account service set by Tariffs to the Bank.
- 3.6.1.3. Return the card to the Bank within 5 business days in case of card termination. Should the cardholder fail to return the card with the application on the card account closure, the latter will suffer the risk of false transactions made by the card and must compensate the card in international Stop List by fees and tariffs set by the Bank's Tariffs.
- 3.6.1.4. Immediately notify the Bank about the loss of the card or in case the PIN code becomes available to third parties to block the card.
- 3.6.1.5. Present identity card at the request of the servicing employee.
- 3.6.1.6. Not to pass the card or attached cards or the PIN code to third parties.
- 3.6.1.7 Notify the Bank about the changes in identity card, phone number, place of work, residence and other information previously provided to the Bank within three calendar days.
- 3.6.1.8. Pay the special (preferential) tariffs (envisaged for the cards which are issued and maintained for the purposes to receive salary, scholarships or to execute other kind of payments through companies cooperating with the Bank) agreed between the Bank and a partner company, unless otherwise agreed between them. In the cases when the Bank stops the cooperation with a company or the customer stops receiving card payments through the cooperating company the preferential tariffs must be suspended and the customers should pay in compliance with Tariffs.

#### **3.6.2 The customer is eligible to:**

- 3.6.2.1 Get cash from ATMs and POS terminals, make non-cash payments or execute other transactions offered by the Bank within payment limits of the card account.
- 3.6.2.1 Get more than one card, additional cards after submitting an application to the Bank and paying all the fees defined by Tariffs.
- 3.6.2.3 Order and receive a new card/attached card instead of expired and damaged ones.
- 3.6.2.4 Transfer cash or non-cash money to the card account.



- 3.6.2.5 Receive account statements in the manner, cases and periodicity prescribed by Terms.
- 3.6.2.6 Receive short message (SMS) for each transaction made by card in case of using the service.
- 3.6.2.7 Appeal transaction executed through card account within the terms and order set by Terms.

### **3.7 Liability**

- 3.7.1 The Bank should be liable to the customer in the manner and extend prescribed by RA legislation for the disclosure of the Customers information constituting bank secrecy by the breach of RA Legislation.
- 3.7.2 The Bank shall not be liable for the damages caused to the customer as a result of illegal use of the card, if the monetary funds have been withdrawn from the customer's account by the identified Customer or the latter's representative or upon the use of the Customer's Identification Data, as well as in other cases prescribed by RA Legislation.
- 3.7.3 The Bank shall not be liable for the damages caused to the customer as a result of illegal use of the card, if the funds have been withdrawn from the Customer's account due to the latter's intentional or negligent actions, or in the cases when the Customer's identification data has been known and used by third parties as a result of deception or other kind of frauds.
  - 3.1.1 The Bank shall not be liable for the transactions executed by third parties as a result of card loss or theft, except the cases when monetary funds have been withdrawn from the account as a result of the card not being blocked by the Bank after the Customer's notification on card loss or theft.

### **3.8 Order and Conditions of Card blocking, unblocking**

- 3.8.1 The Bank blocks the card upon the Customer's notification about Card loss/theft or after revealing a transaction made by third parties.
- 3.8.2 The Bank may block the card in case of non-fulfillment of obligations by the Customer, as well as restrictions imposed on the account in compliance with RA Legislation and the Terms.
- 3.8.3 The Bank unblocks the card once all the grounds for blocking are being settled. The Bank unblocks the card within one banking day after the Customer applies to the bank for unblocking the card and makes all the payments defined by Tariffs for unblocking.
- 3.8.4 The card may be blocked by the Bank when suspicious card transactions have been implemented and the Bank could not contact the cardholder. Should the card transactions be made at lower limits in accordance with the rules defined by PSO, and should the Bank not be able to get in touch with the customer, the employees are eligible to enter these cards to international STOP LIST and charge commissions from the card account of the customer at tariffs and rates set by the Bank.
- 3.8.5 Should the customer fail to pay annual service fee or other fees for more than 3 months, the Bank will close(block ) the card, without informing the cardholder. Unblocking occurs only after the debts payment.
- 3.8.6 The Bank can refuse to unblock the card, if the card has been blocked because of the restrictions, set within the terms of the law, or the fee for unblocking has not been paid, or when unblocking of the card can cause financial losses, which can't be paid by the means available on the card.

### **3.9 Card Transaction Appeal Order and Terms**

- 3.9.1 The Customer may appeal transactions or a concrete transaction executed through the card by submitting an application or a complaint (hereinafter "Complaint") to the Bank in a defined manner.
- 3.9.2 While accepting the Customer's complaint a confirmation, a receipt or a copy of the complaint signed by the Bank's employee accepting the complaint shall be provided to the Customer.
- 3.9.3 The application-complaint is being discussed by the Bank and the answer is provided within 10 working days after the receipt of the complaint.
- 3.9.4 If the customer submits an application-complaint within 15 days after being informed about the transaction to be appealed, the Bank may satisfy the Customer's claim within 90 days after the receipt of the application-complaint if there are evidences that the transaction has been made without the identification of the Customer or the use of Customer's Identification Data, the Customer is not at fault for the transaction, as well as the transaction has not been executed as a result of disclosure of the card, card data or Customer Identification data to third parties due to the Customer's deliberate or negligent actions, or as a result of other such kind of frauds.

#### **3.1 Order, Conditions and Terms of Card Re-issue**

- 3.10.1 The Bank reissues the card without the cardholder's additional application within 15 days before the expiry of the card unless:
  - 3.10.2 The Bank employees could not contact the cardholder,
  - 3.10.3 The cardholder has rejected the Bank's offer to reissue the card
  - 3.10.4 The cardholder applied to the Bank beforehand (at least 30 days before the expiry of the card ) to close the bank account.

3.10.5 No transactions has been made for 365 days preceding the end of the validity period of the card and the account balance is less than AMD 50,000 or its equivalence in foreign currency,

3.10.6 The cardholder has outstanding card debts towards the Bank.

### 3.11 Terms of card maintenance via terminal

3.11.1 The receipts of transactions executed with the card serviced through terminal may be deemed invalid in the following cases:

- a. the Customer's signature on the hard copy of the receipt of the transactions implemented through the reading of the card's magnetic stripe is missing
- b. during the transactions executed through the reading of the card's chip carrier PIN code has not been applied and the customer's signature on the hard copy of the receipt is missing

3.11.2 The bank is eligible to:

- a. Suspend payment of compensation (as a security against the receivables) to the TSO received against any MO/TO (key-entered) operations from payment and settlement systems for a definite period of time (up to 6 (six) months or longer based on the Trade and Service Outlet's nature of operations or the terms of delivery (rendering) of goods (service)) or require an additional security from TSO.
- b. Block TSO's and the latter's other accounts at the Bank for the period of up to 6 months or longer
- c. Check the authenticity of the information provided by TSO and(or) obtain any necessary information from any source regarding TSO or third parties involved in a manner not prohibited by the Law.
- d. Amend or terminate the contracts and agreements signed with TSO (including – immediately) if TSO violates the requirements of the Agreement.

3.11.3 While accepting payments through the card TSO is not allowed to carry out the reading, collection, acquisition, storing of the card data through other devices other than the ones provided by the Bank, as well as to disclose, transfer the data to third parties or use it in other way.

## 4. DEPOSITS

4.1 The types of deposits acceptable by the Bank, interest rates, payment order, periodicity and other essential terms are provided in the information bulletins of the relevant type of deposit, which are published on the Bank's website and constitute an integral part of the Terms.

4.2 The Bank and the customer sign a deposit attraction agreement which envisages the type of placed deposit, size of the amount, currency, interests to be paid against the deposit, deposit recovery terms and other essential terms.

4.3 When placing a deposit with the bank an account for the given deposit is opened with the Bank, which reflects information on credited and debited amounts.

4.4 The customer may be registered as a user in the appropriate electronic software system developed by the Bank and without signing a deposit agreement and after being identified by the system the customer can open deposit accounts electronically, execute non-cash transfers to these accounts, receive interests against them and execute other electronic transactions envisaged by the system and the information bulletin of the appropriate service published by the Bank.

4.5 Any operation and/or transaction that the system allows to implement after signing in by the identification of the Customer as a registered user is deemed to be executed by the Customer upon the latter's instruction and the electronic documents formed on the system in regard to the transaction shall have the same legal force and significance as the written documents signed by the Customer.

4.6 The registration order of the Client in the system is defined by Part 6 of Terms.

4.7 Cash entry and withdrawal on the deposit account is verified by the relevant written receipt, and the deposit amount cashless turnover is confirmed by electronic documents formed in an appropriate electronic environment.

4.8 Deposit account money entries and withdrawals are also confirmed by deposit account statements.

4.9 The Bank shall provide the Customer with deposit account statements free of charge in the cases, manner and periodicity prescribed by RA Legislation and in the cases not defined by RA Legislation, the customer can receive account statements after paying the fees set by Tariffs.

4.10 Upon the depositors request the deposit amounts are paid to the customer in the currency of the deposit or in AMD by cash or by transferring to the Customer's bank or other accounts.

4.11 In the cases, manner and sizes set by RA Legislation the Bank, as a tax paying agent, may make tax deductions from the interests paid against the deposit.

- 4.12 Should the depositor demand the deposit or any part thereof prior to the term of the Agreement, the calculation of the interest of deposit or any part thereof shall be carried out as per the rates for demand deposits existing in the Bank and if the interests against them have already been paid in the rates defined for the placement of the deposit then the deposit shall be deemed repaid to the extent of the amount calculated and paid at a rate higher than the rate defined for on-demand deposit.
- 4.13 Should the Depositor fail to request withdrawal of the deposit after expiry of Deposit Agreement or the agreement, the Agreement shall be deemed extended under the terms applicable to demand deposits unless otherwise provided in Deposit Agreement.
- 4.14 Deposit replenishment or replenishment restrictions are defined by a deposit agreement of the relevant type of the deposit.

## **5. CREDIT LINES**

- 7.5 Types of credit lines offered by the Bank, interest rates applied against them, redemption maximum terms and other essential conditions are presented in Information Bulletins of the appropriate types of the credit lines, which are published on the Bank's website and constitute an integral part of Terms.
- 7.6 A credit line provision agreement is signed by and between the Bank and the Customer, which envisages the size, currency, interest rate, repayment term and other essential terms of the credit line to be provided.
- 7.7 In case of credit line provision, credit line use and repayment shall be reflected on the relevant credit line account
- 7.8 The Customer may be registered as a user in the appropriate electronic software system developed by the Bank and after being identified by the system the Customer may submit an application for receiving credit line electronically. The limits, interest rates and other fees, provision terms and conditions are defined by the appropriate information bulletin and/or Terms. Electronic documents formed in the system in regard to the transaction shall have the same legal force and significance as the documents signed by the Customer.
- 7.9 The registration order of the Client in the system is defined by Part 6 of Terms.
- 7.10 In the cases, manner and periodicity prescribed by RA Legislation, the Bank shall provide the customer with account statements free of charge, and in the cases not envisaged by the Legislation the Customer can receive statements after the payment of fees set by Tariffs.
- 7.11 The Bank may demand a security for the provision of credit line and grant a credit line provided that the redemption of the credit line is secured by appropriate facilities.

## **6. ELECTRONIC TRANSACTIONS**

- 6.1 The Bank may also provide banking services to the Client electronically (internet, mobile phone, POS terminals, and other devices) hereinafter referred to as "Electronic transactions"
- 6.2 The electronic transactions may be executed through "AEB Online", "AEB Mobile", "AEB Info", "Cash2card" and through the Bank's other software systems (hereinafter "The System")
- 6.3 Through the System the Customer may view his/her accounts, check balance, submit instructions, applications, receive statements, manage his/her accounts, implement transfers as well as execute other banking transactions offered/permitted by the appropriate system.
- 6.4 The description, possibilities and usage rules of the electronic transactions and the systems are presented in the appropriate information bulletins, which are published on the Bank's website and constitute an integral part of Terms.
- 6.5 For the execution of electronic transactions the customer should sign an agreement with the Bank, submit an application for using the appropriate system, meet and fulfill the requirements set by Terms and Tariffs as well as meet Customer Identification requirements.
- 6.6 Ensuring Customer Identification requirements shall mean the registration of the customer in the system as a user, after which the customer gets a username and password, PIN code, a one-time password created by a device generating automatic passwords and/or other identification datum offered by the Bank (hereinafter "Password"), by the use of which the customer is identified or deemed to be identified.
- 6.7 Any operation and /or transaction executed in the System after the entry to the System and application of the Customer's password registered as a user shall be deemed to be executed by the Customer registered as a user, upon the latter's order, and the documents formed in the system regarding the transaction shall have legal force and significance equivalent to the documents signed by the Customer in written.
- 6.8 For the execution of transactions by his/her representative(s) through the system the Customer may be provided with more than one device, password, code for which the Customer should provide a relevant power of attorney to

the Bank. The entry to the system and execution of transactions by the mentioned entity (entities) is also deemed to be implemented/authorized/ by the Customer for which the customer bears responsibility.

6.9 The Customer (representative) shall bear responsibility for keeping his/her identification passwords secret. In no circumstances the Customer shall disclose or make them accessible to third parties. The Customer is obliged to undertake all the necessary measures to keep them secret. The Bank shall not be held liable for the damages caused to the Customer due to the transactions carried out in the System by the breach of aforementioned safety rules.

6.10 For the purpose of identifying the Customer and ensuring the safe use of the System, customer authentication questions or other security measures may be offered by the System, which shall be carried out and accepted by the Customer as obligatory rules of the System.

6.11 The rules designed for the use of the System may include obligatory actions for the implementation of the appropriate transaction, which shall be carried out with defined accuracy otherwise it may lead to the rejection, non-execution or incorrect implementation of the transaction. In mentioned cases the Bank will not bear responsibility for the damages caused to the Customer.

6.12 For the execution of electronic transactions the Bank is eligible to charge commissions at the size defined by Tariffs for the relevant service. In regard to the maintenance of the systems telecommunication service providers' service fees may be charged from the Customer.

6.13 Devices provided to the Customer to use the System ("**eToken PASS**" device to use "AEB Online " system, as well as other devices) are the Bank's property and provided to the Customer for temporary use. The Customer is liable to return the provided devices fully and in a due state upon the Bank's first request:

- If the Customer fails to fulfill or improperly fulfills his/her obligations under the Agreement, Terms, Tariffs
- If the Bank terminates the rendering of banking services through the System.
- If the Customer submits an application on refusal of banking services.

6.14 In case of loss or damage of the device the Customer shall immediately reimburse the full price of the device to the Bank.

## 7. OTHER BANKING SERVICES

7.1 Except the main banking services presented in Terms the Customer may be provided with other banking services defined by the appropriate information bulletins which are periodically published on the Bank's website and constitute an integral part of Terms.

## 8. FINAL PROVISIONS

8.1 In case of changes in personal data, other information and documents, notification means, communication procedure submitted to the Bank, the Customer shall inform the Bank in written within three banking days.

8.2 Terms and tariffs apply also to the customers who actually use or are going to use any bank services offered by the Bank even though there is no actual Agreement with them or there is a previously signed contract, moreover the use of any bank services by the given customer shall mean that the latter enters into agreement or renews the Agreement and shall be serviced under the terms set by the Agreement.

8.3 The individual customer may submit his/her complaints-claims arising from the Agreement to Financial System Mediator in the cases, manner and terms set forth by RA law on "Financial System Mediator". The Bank has not signed an agreement on waiving the right of appealing the financial system mediator's resolutions.

8.4 Should the negotiations fail to solve disputes arising from the Agreement the disputes shall be solved in court order.