

**Public Offer Agreement
for Provision of Services to Individual Customers through
Alliance Mobile Banking System**

This document is an official offer (public offer) of "ASIA ALLIANCE BANK" JSCB (hereinafter referred to as the Bank) and defines the standard conditions and procedure for customer support of the Bank - individuals (hereinafter referred to as the Customer), when providing them with services through the Alliance Mobile Banking System.

In accordance with paragraph 2, Article 369 of the Civil Code of the Republic of Uzbekistan (Civil Code of the Republic of Uzbekistan), if the terms and conditions set out below are accepted and connected to the Alliance Mobile Banking System, a Client - an individual who accepts this offer, shall become the Customer (in accordance with part 4, article 370 of the Civil Code of the Republic of Uzbekistan, acceptance of an offer shall be an equivalent to executing an agreement under the terms and conditions set out in the offer), and the Bank and the Client/Customer shall be referred to jointly as Parties to this agreement.

In connection with the above, carefully read the text of this public offer and familiarize yourself with the Bank's tariffs. If you do not agree with any clause of the offer, the Bank invites you to refuse to use the services.

1. DEFINITIONS

- 1.1. **Offer** means this document "Public Offer Agreement for provision of services to an individual through the Alliance Mobile Banking System.
- 1.2. **Offer Acceptance** means full and unconditional acceptance of the offer by the Customer carrying out the actions specified in clause 3.1 hereof.
- 1.3. **Client/Customer** is a person who accepted the offer and is thus the customer of the Bank's services under the executed offer agreement.
- 1.4. **Offer Agreement** is an agreement between the Bank and the Customer for the provision of services to an individual Customer through the Alliance Mobile Banking System, which is signed by accepting the offer (hereinafter referred to as the "Agreement").
- 1.5. **"Alliance Mobile Banking" system** (hereinafter referred to as the "System") is a banking application designed for remote receipt of banking services by Bank Customers - individuals, through mobile phones and an Internet browser where the Customer is registered.
- 1.6. **Website** is the official website of the Bank in Internet www.aab.uz.
- 1.7. **Alliance web interface** is a set of means by which the Customer interacts with the System through a web browser.
- 1.8. **Alliance Mobile Application** is a software product installed in the operating system of a mobile device through which the Customer interacts with the System.
- 1.9. **Login** means a username specified by the Customer during registration in the form of a mobile phone number.
- 1.10. **Password** is a secret word or set of characters designed to confirm the Customer's login.
- 1.11. A one-time authorization code is a five-digit set of numeric characters in the form of an SMS message sent to the mobile phone number specified during registration in the System. An authorization code is required to log into the System.
- 1.12. **Authorization** is the process of checking, confirming and granting rights to the Customer to work in the System.

- 1.13. **Plastic card** is a payment card issued by ASIA ALLIANCE BANK, which provides access to the Customer's special UZS card account through which non-cash payments are made.
- 1.14. **Bank account** means savings deposit account, fixed term deposit account, loan account, demand deposit account, special UZS card account and other accounts;
- 1.15. **Savings deposit account** is an account where records are kept of funds generated on the basis of periodic contributions from Customers, saved for certain purposes and directed for these purposes or returned upon termination of the Agreement;
- 1.16. **Fixed term deposit account** is an account where records are kept for Customers' funds deposited for a period strictly agreed upon in the agreement;
- 1.17. **Loan account** is an account where records are kept of loans issued to Customers in the prescribed manner;
- 1.18. **Demand deposit account** is an account where records are kept of the Customer's funds disbursed or transferred upon his first request;
- 1.19. **E-wallet** is an account where the Customer's funds are maintained and managed only through the Alliance system.
- 1.20. **SSCA** is a special UZS card account opened by the Bank to the Customer for carrying out mutual settlements using the Card.
- 1.21. **International plastic card** is a card in foreign currency, issued by ASIA ALLIANCE BANK, which allows access to the Customer's special card account in foreign currency, through which non-cash payments are made.
- 1.22. **Third party** is an individual not related to the Agreement.

2. GENERAL TERMS AND CONDITIONS FOR PROVISION OF SERVICES BY THE BANK TO THE CUSTOMER

- 2.1. To connect to the System, the Customer must have a SSCA at the Bank, a mobile phone with an operating system (OS) no lower than Android 5.0 or iOS 11 and a valid mobile number of the operator of the Republic of Uzbekistan connected to the SMS notification service of the Uzcard/Humo system.
- 2.2. To conduct operations in the System, the Customer must download and install the Alliance Mobile Application from the Play Market/AppStore.
- 2.3. Registration of the Customer in the System shall be made through the Alliance Mobile Application. To register in the System, the customer must enter its phone number, first and last name, and set a password to log into the System.
- 2.4. The Bank shall provide services under the agreement within 24 hours, except for banking services, which are provided only during the Bank's operating day.
- 2.5. The system is the property of the Bank.
- 2.6. The terms and conditions of banking services provided through the System are determined in the System.

3. SUBJECT OF THE AGREEMENT

- 3.1. The terms and conditions of the Agreement shall be defined in a standard form and can be accepted by the Customer by agreeing with them when installing the System mobile application. Registration in the System means the Customer's accession to this Agreement as a whole. The agreement shall be considered executed from the date of registration in the System.

- 3.2. Using the System, the Customer has the right to carry out electronic transactions available in the System.
- 3.3. The Parties hereby confirm and agree that:
 - 3.3.1. The Bank is not responsible for the correctness of the content and/or execution of payment transactions performed by the Customer using the System.
 - 3.3.2. The Bank does not assume any obligation to return payments made by the Customer through the System if the payment details are entered incorrectly.
- 3.4. By joining the Agreement and connecting to the System, the Customer shall confirm that:
 - 3.4.1. he received information about the Bank's Tariffs, terms and conditions for the provision of services in the System, registration conditions, operating mode of the System, possible risks in case of failure to fulfill obligations under the Agreement, as well as the rights and obligations of the Parties and their liabilities.
- 3.5. The Customer acknowledges that data on transactions performed through the use of the System may be presented by the Bank as evidence in court in the event of a dispute arising in connection with the System use.
- 3.6. The system is an additional information channel of communication between the Bank and the Customer, which does not exclude traditional Customer support at the Bank. The form of support in each specific case shall be selected by the Customer unless otherwise agreed between the Parties.

4. RIGHTS AND OBLIGATIONS OF THE BANK

4.1. The Bank shall:

- 4.1.1. ensure uninterrupted operation of the System;
- 4.1.2. advise the Customer on the operation of the System and provide assistance in resolving disputes;
- 4.1.3. Process the Customer's personal data and ensure its confidentiality in the manner prescribed by law.

4.2. The bank shall be entitled to:

- 4.2.1. unilaterally make changes and amendments to the Bank's Tariffs and/or to the Agreement.

If the Customer disagrees with the changes and amendments made, the Customer has the right to terminate the Agreement by deleting his account in the System.

If, after 10 (ten) calendar days from the date of posting the Agreement and/or Tariffs in the new version on the website www.aab.uz, the Customer shall continue to use the System, the Agreement and/or Tariffs in the new version shall be considered accepted by the Customer, and payment charge for services shall be carried out in accordance with the new Tariffs;

- 4.2.2. carry out marketing campaigns or loyalty programs for Customers, including for the purpose of distributing offers for participation in promotions or loyalty programs initiated by the Bank together with Partners/Suppliers, and for the purpose of receiving prizes/bonus rewards provided for by the promotion;
- 4.2.3. distribute its advertising and information materials on social networks, target advertising materials and other information in order to bring them to the attention of customers.
- 4.2.4. Suspend supporting the Customer using the System:

- if the Customer fails to comply with the terms of the Agreement;
- during controversial situations;
- if the information provided by the Customer is insufficient to carry out transactions;
- for performing emergency and routine work related to the maintenance of the System, notifying the Customer about the duration of such works;
- in case of violation by the Customer of the terms of this Agreement and/or the requirements of current legislation and/or in case of suspicion that the Customer is in any way involved in fraudulent transactions and/or transactions for money laundering and financing of terrorism, as well as in others cases provided for by law, the Bank has the right to unilaterally temporarily block the use of the System until the circumstances are clarified or terminate the Agreement at any time by sending a corresponding notice to any address of the Customer known to the Bank and/or sending an SMS message to the Customer's phone number.

5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

5.1. The Customer shall:

- 5.1.1. have SSCA in the Bank, mobile phone with an OS not lower than Android 5.0 or iOS 11 and a valid mobile number of the operator of the Republic of Uzbekistan, connected to the SMS notification service of the Uzcard/Humo system;
- 5.1.2. fulfill the terms and conditions of the Agreement in a timely and conscientious manner;
- 5.1.3. comply with information security measures;
- 5.1.4. not to use the System for illegal purposes, including for the legalization of proceeds from criminal activities and financing of terrorism;
- 5.1.5. use the Alliance Mobile Application exclusively for personal purposes and not transfer to third parties the right to use the System and the mobile telephone number that he entered when registering in the System;
- 5.1.6. keep in secret the login, password and secret code sent via SMS used to use the system;
- 5.1.7. correctly enter payment details, namely: recipient's account, phone number, personal utility bills, etc.;
- 5.1.8. for receipt/send funds through international money transfer systems, provide all the necessary information to receive the service;
- 5.1.9. in case of loss of a mobile phone, immediately notify the Bank about the temporary blocking of the service by writing to the Bank;
- 5.1.10. immediately notify the Bank of facts or suspicions of illegal use by third parties of details for access to the Alliance Mobile Application, including when changing the mobile phone number that was connected to the Alliance Mobile Application.
- 5.1.11. Timely pay/reimburse the Bank:
 - fees, other amounts provided for by the Bank's Tariffs;
 - amounts mistakenly credited by the Bank to the card/wallet due to a System failure.

5.2. The Customer shall be entitled to:

- 5.2.1. receive from Bank employees the necessary information regarding the implementation of the terms and conditions of the Agreement;

- 5.2.2. carry out electronic transactions available in the System;
- 5.2.3. use the System to view information received from the Bank;
- 5.2.4. terminate the Agreement at any time by deleting its account in the System.

6. PAYMENT PROCEDURE

- 6.1. The amount of fees for transactions performed in the System shall be established by the Bank's Tariffs.
- 6.2. The Bank shall notify the Customer about changes and amendments to the Tariffs and terms of the Agreement no later than 10 banking days before the changes and amendments come into force, unless a different period shall be established by law or acts of regulatory authorities, by posting information about the changes and amendments made on information boards in the Bank's departments, on official website www.aab.uz or in another way at the Bank's choice.
- 6.3. The fee for services provided by the Bank in accordance with the Offer Agreement shall be charged by the Bank as transactions are carried out on the SSCA/Bank account by directly debiting funds from the SSCA/Bank account of the Customer.

7. LIABILITIES OF THE PARTIES

- 7.1. For failure or improper fulfillment of their obligations under the Agreement, the Parties shall be liable in accordance with the current legislation of the Republic of Uzbekistan.
- 7.2. Compliance with the provisions of the Agreement is mandatory for the Bank and the Customer.
- 7.3. The Bank shall be not liable:
 - 7.3.1. for negative consequences for the Customer (including losses caused to him) in case of non-compliance by the Customer with the requirements stipulated by the Agreement;
 - 7.3.2. in the event that information about accounts and/or transactions performed on them becomes known to third parties through no fault of the Bank;
 - 7.3.3. for the Customer making an erroneous payment (due to incorrect entry of the recipient's details) using the System;
 - 7.3.4. if it is impossible to provide access to the System due to circumstances beyond the control of the Bank;
 - 7.3.5. for the quality and technical condition of communication lines;
 - 7.3.6. for delays and failures occurring in the networks of mobile operators and the services of Internet providers.

8. FORCE MAJEURE CIRCUMSTANCES

- 8.1. The parties shall be not liable for failure or improper performance of obligations under the Agreement if such failure or improper performance was a consequence of force majeure circumstances (force majeure circumstances).
- 8.2. By force majeure, the Parties understand circumstances that arose after signing of the Agreement as a result of unforeseen and unpreventable events of an emergency nature, such as: wars and military operations, natural disasters, actions of cellular operators, actions of legislative and/or executive authorities of the Republic of Uzbekistan, Central Bank of the Republic of Uzbekistan, prohibiting or limiting the activities of the Parties directly related to the subject of the Agreement.

- 8.3. The Parties also include as force majeure circumstances the actions and inactions of enterprises providing utilities and communication services that make it impossible for the Party to fulfill its obligations under the Agreement, and technical failures in the operation of the Bank's Systems.
- 8.4. The party for whom it is impossible to fulfill obligations under the Agreement due to the circumstances specified in clauses 8.2 and 8.3 hereof, must notify the other Party in writing without delay and, at the request of the other Party, provide evidence confirming the occurrence and/or termination of force majeure circumstances. Written documents issued by the authorized body serve as proof of the occurrence and duration of these circumstances.
- 8.5. In cases provided for in clauses 8.2 and 8.3, the deadline for fulfilling obligations under the Agreement shall be extended in proportion to the time during which such circumstances and their consequences apply.
- 8.6. If force majeure circumstances continue for more than 30 consecutive days, each party has the right to terminate the Agreement. The Bank shall terminate the agreement in this case and place a corresponding notice on termination of the agreement on information boards in the Bank's departments, on the official website www.aab.uz or in another way at the Bank's choice.

9. VALIDITY OF THE AGREEMENT AND PROCEDURE FOR ITS TERMINATION

- 9.1. The Agreement shall come into force from the date the Customer registers in the System and shall have unlimited duration.
- 9.2. The Agreement may be terminated by the Customer at any time.
- 9.3. The Agreement may be terminated by the Bank unilaterally in the following cases:
 - the Bank makes a decision to terminate the provision of services to Customers through the System;
 - violation by the Customer of the conditions established by the Agreement and the conditions for the provision of banking services through the System;
 - availability of information about participation or suspicion of participation in terrorist or other criminal activities, obtained in accordance with current legislation, as well as identification of dubious and/or suspicious transactions of the Customer;
 - in other cases provided for by law.

10. DISPUTE RESOLUTION PROCEDURE

- 10.1. Disputes under this Agreement shall be resolved through negotiations. If agreement is not reached, the dispute shall be subject to consideration in authorized courts in accordance with the current legislation of the Republic of Uzbekistan.
- 10.2. If one of the parts of the Agreement is declared invalid in accordance with the procedure established by law, then this fact does not entail the automatic invalidation of the entire Agreement as a whole and/or its other parts, unless otherwise provided by the norms of the current legislation.

11. OTHER PROVISIONS

- 11.1. This Agreement is executed in the state and Russian languages.
- 11.2. Issues not regulated by this Agreement shall be regulated by the current legislation of the Republic of Uzbekistan.