

**«Approved» by the
Resolution of the
Management Board of
JSCB «ASIA
ALLIANCE BANK»**

**(Protocol No. _____
dated «_» «_____» 2015)**

Chairman of the Management Board

I.A. Abdukahorov _____

**Public Offer Agreement
on Provision of Remote Information Services to Holders of International Plastic Cards of
JSCB «ASIA ALLIANCE BANK»**

This document is an official offer (public offer) of JSCB «ASIA ALLIANCE BANK» (hereinafter referred to as «the Bank») and determines general terms and conditions and procedure of providing remote information services to holders of international plastic cards (hereinafter referred to as «the Client»).

In accordance with paragraph 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (Civil Code of the Republic of Uzbekistan), if the Customer accepts the terms and conditions set out below and submits to the Bank an Application for adherence to the Agreement, the Customer, who accepts this offer, becomes the Customer (in accordance with paragraph 4 of Article 370 of the Civil Code of the Republic of Uzbekistan, acceptance of the offer is equivalent to the conclusion of the agreement on the terms and conditions set out in the offer), and the Bank and the Customer/Client together become the Parties to this Agreement.

In connection with the above, please read the text of this public offer carefully 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. TERMINOLOGY

- 1.1. **Offer** means this document «Public Offer Agreement on rendering remote information services to holders of international plastic cards of JSCB «ASIA ALLIANCE BANK».
- 1.2. **Acceptance of the offer** means full and unconditional acceptance of the offer by the Client by performing the actions specified in paragraph 3.1 of this offer.
- 1.3. **Customer/Client** means a person who has accepted the offer and is thus the customer of the Bank's services under the concluded offer agreement.
- 1.4. **Offer Agreement** means an agreement between the Bank and the Client on rendering remote information services to holders of international plastic cards of JSCB «ASIA ALLIANCE BANK», which is concluded by accepting the offer.
- 1.5. **Card** means an international plastic card opened by the Bank in the name of the Customer.
- 1.6. **The «Personal Account» system** (hereinafter referred to as the System) is a banking application placed in the Internet at the address: <https://my.aab.uz:88/aab/>, which allows the Client to receive information on the international plastic card account status, as well as SMS messages of notification and informational nature when making transactions with the international plastic card.

- 1.7. **SMS message** means a short message sent to the Customer's cell phone number with a certain wording of notification and informational nature;
- 1.8. **Service blocking** means blocking of access to the System and the service of providing SMS messages to the Client's cell phone number;
- 1.9. **Service** means provision by the Bank of access to the System and sending by the Bank of SMS messages for Card transactions via the System of notification and informational nature on the basis of and in accordance with this Agreement;
- 1.10. **Third Party** means a natural person not related to the Agreement.

2. GENERAL TERMS AND CONDITIONS OF SERVICES PROVIDED BY THE BANK TO THE CLIENT

- 2.1. To connect to the Service, the Customer must have a valid Card in the Bank, a valid cellular number of operators of the Republic of Uzbekistan and a valid e-mail address;
- 2.2. Access to the System and delivery of SMS messages to the client's cell phone number is carried out round the clock;
- 2.3. The Bank shall not be obliged to provide services and incur obligations under this Agreement until the Customer signs the « Application for Accession to the Agreement and Connection to the Service (Appendix No. 1), which is an integral part of this Agreement.

3. SUBJECT MATTER OF THE AGREEMENT

- 3.1. The terms and conditions of this Agreement are defined in a standard form and may be accepted by the Customer by signing the Application for Accession to the Agreement and Connection to the Service (Appendix No. 1). The Bank's acceptance of the Application for accession to the Agreement and connection to the Service shall mean the Customer's accession to this Agreement as a whole. The Agreement shall be deemed concluded as of the day when the Customer signs the Application for Accession to the Agreement and Connection to the Service (Appendix No. 1) and the Bank accepts it. The Service is provided for the following types of messages:
 - : Notifications - an SMS message when the Customer performs transactions on the Card;
 - : Informational - messages from the Bank of informational nature (about the Card account, its current status and the possibility of blocking/unblocking the Card).
- 3.2. The Bank shall render the Service on the bank accounts specified in the applications that are an integral part of this Agreement (Appendices Nos. 1,3).
- 3.3. By signing the Application for Accession (Appendix No.1) to this Agreement, the Customer hereby grants the Bank the right to debit the Customer's bank accounts opened with the Bank with commission fees in accordance with the Bank's approved tariffs without any additional consent of the Customer.
- 3.4. By signing the Application for Accession to the Agreement and Connection to the System, the Client confirms that:
 - 3.4.1. the Client familiarized with the Instructions for working with the System (Appendix No. 5) before signing the Application;

- 3.4.2. the Client received information about the Bank's Tariffs, terms of providing services in the System, terms of connection to the System, terms of registration, required list of documents, 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 responsibility.

4. BANK RIGHTS AND OBLIGATIONS

- 4.1. The Bank undertakes to:
 - 4.1.1. Provide access to the System and connect the cell phone number to the System for the accounts specified by the Customer in the Application for Accession to the Agreement and Connection to the System (Appendix No. 1) and/or in the Application for change of details in the System (Appendix No. 3), which are an integral part of this Agreement.
 - 4.1.2. advise the Customer on how to obtain the Service;
 - 4.1.3. maintain the technical capabilities of the system at an appropriate level;
 - 4.1.4. promptly block the Service on the basis of a written Application (Appendix No. 4) submitted to the Bank's unit where the Customer was registered (according to the established working mode) in accordance with the procedure established by the Bank's relevant documents in case the Customer loses his/her cell phone and/or SIM card;
 - 4.1.5. unblock the Service on the basis of the Customer's written Application in case the Service was blocked in accordance with clause 4.1.4 of the Agreement (Appendix No. 4).;
 - 4.1.6. disconnect the Customer from the Service on the basis of the Customer's written application (Appendix No. 2) not later than 3 (three) business days from the date of receipt of the application.
- 4.2. The Bank shall have the right to:
 - 4.2.1. unilaterally amend the Tariffs for the Bank's services and this Agreement in accordance with the procedure set forth in clause 6.3 hereof.
 - 4.2.2. If the Customer does not agree with the amendments and additions, the Customer may terminate this Agreement by submitting an Application for disconnection from the System (Appendix No. 2).
 - 4.2.3. In case of failure to submit to the Bank within 10 (ten) calendar days from the date of posting the Agreement and/or Tariffs in a new version on the website www.aab.uz, an application for disconnection from the System (Appendix No. 2), this Agreement in a new version shall be deemed accepted by the Customer by acceding to it as a whole;
 - 4.2.4. in accordance with the procedure stipulated in clause 3.3. to write off the amount of commission for the rendered service.

5. CLIENT RIGHTS AND OBLIGATIONS

- 5.1. The Client shall:
 - 5.1.1. have a cell phone to which cellular number SMS messages will be sent, as well as an e-mail address to which the Bank sends login and password for access to the Customer's account information and account management;
 - 5.1.2. not to transfer to third parties, not to copy and not to correct the information received from the System;
 - 5.1.3. pay the Bank a commission fee for the service in accordance with the current tariffs of the Bank in accordance with the procedure stipulated by this Agreement, for which purpose to maintain a balance of funds on the account(s) sufficient to pay the Bank's commission fee;

- 5.1.4. notify the Bank for making appropriate changes on the basis of the Application (Appendix No. 3) in case of changes in the Customer's data specified in the application for accession to the Agreement and connection to the System (Appendix No. 1);
- 5.1.5. in case of loss of the cell phone and/or SIM-card, immediately notify the Bank of temporary blocking of the service by means of a written application (Appendix No. 4).
- 5.2. The Client has the right:
 - 5.2.1. to change the cell phone number in the System to provide the service, based on the submitted written Application for change of details in the System (Appendix 3);
 - 5.2.2. to change or supplement the list of accounts for which the service is to be provided, specified in the Application for adherence to the Agreement and connection to the System, based on the submitted written Application for change of details in the System (Appendix No. 3);
 - 5.2.3. to change or supplement the list of accounts, for writing off the commission for the rendered service, specified in the application for accession to the Agreement and connection to the System on the basis of the submitted written Application for change of details in the System (Appendix No. 3);
 - 5.2.4. to refuse the Service by submitting an application for termination of the Service Agreement through the System and disconnection from the System (Appendix No. 2).

6. PAYMENT PROCEDURE

- 6.1. The amount of the fee for the Service is set by the Bank's tariffs.
- 6.2. The Bank shall notify the Customer of changes in tariffs and terms of this Agreement not later than 10 banking days before the changes take effect by posting information about the changes and additions made on the stands in the Bank's subdivisions, on the official website www.aab.uz or by sending an SMS message at the Bank's option.
- 6.3. The commission fee shall be paid by the Bank by debiting the Customer's account(s) with the required amount without acceptance. The Bank writes off the commission fee within 15 (fifteen) days following the reporting month for which the commission fee is written off.
- 6.4. If there are no funds on the Customer's account(s) with the Bank sufficient to pay the commission fee on the date of debiting, the Customer shall be deemed to be in default of the obligation to pay the commission fee.

7. LIABILITY OF THE PARTIES

- 7.1. The Bank is not liable:
 - 7.1.1. for failure to provide the service due to the lack of information on changes in the Customer's details specified in the Application for Accession to the Agreement and Connection to the System (Appendix No. 1) and/or in the Application for change of details in the System (Appendix No. 3);
 - 7.1.2. for disruptions in the operation of your cell phone carrier(s) or Internet providers;
 - 7.1.3. for access to the sent information by third parties in case of loss, theft of the phone, SIM-card, as well as in case of leaving the client's cell phone without control as a result of which third parties have accessed the information;
 - 7.1.4. for non-delivery of SMS messages to the client's cell phone number if the client's cell phone has been switched off, out of network area, etc. for more than 24 hours since the moment of sending the SMS message;

- 7.1.5. for disclosure by the Customer of the transmitted information contained in the SMS message to third parties;
- 7.2. The service on the Customer's bank accounts shall not be provided to third parties acting on the basis of a power of attorney.
- 7.3. The Client is responsible:
 - 7.3.1. for access to the sent information by third parties;
 - 7.3.2. for timely notification of the Bank in case of loss or theft of the phone or SIM card;
 - 7.3.3. for timely notification of the Bank about changes in the cell phone number.
- 7.4. The terms and conditions of this Agreement may be unilaterally changed by the Bank in case of relevant changes in the legislation of the Republic of Uzbekistan, including banking legislation in terms of regulation of relations under this Agreement.

8. FORCE MAJEURE

- 8.1. The Parties shall be released from liability for non-fulfillment or improper fulfillment of obligations under this Agreement if such non-fulfillment or improper fulfillment resulted from force majeure circumstances (force majeure).
- 8.2. By force majeure circumstances, the Parties understand the circumstances that have arisen after signing this Agreement as a result of unforeseen and unavoidable events of extraordinary nature, such as: wars and military actions, natural disasters, actions of cellular communication operators, actions of legislative and/or executive authorities of the Republic of Uzbekistan, the Central Bank of the Republic of Uzbekistan, prohibiting or restricting the activities of the Parties directly related to the subject matter of this Agreement.
- 8.3. The Parties shall also refer to force majeure as acts and omissions of utility and communication service providers that make it impossible for the Party to fulfill its obligations under this Agreement, technical failures of the Bank's Systems.
- 8.4. The Party for which it has become impossible to fulfill its obligations under this Agreement due to the circumstances specified in clauses 8.2. 8.2. and 8.3. of this Agreement shall notify the other Party in writing without delay and at the request of the other Party shall provide evidence confirming the occurrence and/or termination of force majeure. Proof of the occurrence and duration of the said circumstances shall be written documents issued by an authorized body.
- 8.5. In cases stipulated by clauses 8.2. and 8.3., the term of fulfillment of obligations under this Agreement shall be postponed proportionally to the time during which such circumstances and their consequences are in effect.
- 8.6. If force majeure circumstances persist for more than 30 consecutive days, each of the Parties shall be entitled to terminate the Agreement. The Bank shall terminate the agreement in the said case and place a respective notice of termination of the agreement on the stands in the Bank's subdivisions, on the official website www.aab.uz or by SMS messages at the Bank's option.

9. THE TERM OF THE AGREEMENT AND THE PROCEDURE FOR ITSTERMINATION

- 9.1. The Agreement shall come into effect from the date of its signing by the Parties and shall be perpetual.
- 9.2. The Agreement may be terminated at any time at the Customer's request.
- 9.3. The Agreement may be unilaterally terminated by the Bank in cases of:
 - : absence of funds on the Customer's bank accounts to pay the service fee in accordance with the current tariffs of the Bank for more than 3 months by disconnecting from the Service;
 - : termination of contractual relations for the accounts specified in the Application for Accession to the Agreement and Connection to the System (Appendix No. 1) and/or in the Application for change of details in the System (Appendix No. 3);
 - : the Bank's decision on termination of rendering services to Clients via the System.

10. DISPUTE RESOLUTION PROCEDURE

- 10.1. Disputes under this Agreement shall be resolved through negotiations. In case of failure to reach an agreement, the dispute is subject to consideration in the authorized courts, in accordance with the current legislation of the Republic of Uzbekistan.
- 10.2. In case one of the parts of this Agreement is recognized as invalid in accordance with the procedure established by the legislation, this fact shall not automatically invalidate the whole Agreement and/or other parts thereof, unless otherwise provided by the norms of the current legislation.

11. OTHER CONDITIONS

- 11.1. This Agreement is drawn up in the Russian language.
- 11.2. Issues not regulated by this Agreement shall be regulated by the current legislation of the Republic of Uzbekistan.

12. LEGAL ADDRESS AND DETAILS OF THE BANK

Bank: JSCB «ASIA ALLIANCE BANK»

Address: 100047, Tashkent city, Tarakkiyot Street, 2 A

Bank details:

Account: 19909000400001095001

MFO: 01095, INN: 207018693, OKONH: 96120

Signature: _____

Seal

Appendix No. 1

to the Agreement for Rendering of Remote Information Services to Holders of International Plastic Cards of JSCB «ASIA ALLIANCE BANK»

***Application
on Accession to the Agreement on Rendering of Remote Information Services to Holders Of
International Plastic Cards of JSCB ASIA ALLIANCE BANK***

Full name of the Applicant _____

I request you to connect the Service according to the information below:

Account number	Phone number	E-mail address
22618840 _____	+998 _____	
22618840 _____	+998 _____	

Telephone numbers should be specified in international format.

For example: UZMOBILE +998 95 (99) XXXXXXXXXXXXXXXXXXXX, Beeline +998 90 (91) XXXXXXXXXXXX,

UCELL +998 93 (94)XXXXXXXXXXXX, Perfectum Mobile +998 98XXXXXXXXXXXX, UMS + 998 97

I hereby confirm that I am familiarized with the terms and conditions of the Agreement on rendering remote information services to holders of international plastic cards of JSCB «ASIA ALLIANCE BANK», published on the website www.aab.uz (hereinafter referred as the Agreement), I agree with them and join it in general, as well as I will have no further claims to the Bank, in connection with which I request to connect me to the System and agree to write off the amounts of commissions for the provision of services without acceptance in accordance with the Bank's Tariffs.

I am hereby notified that the information contained in the SMS message sent via the System will be available to third parties and I give my consent thereto. By signing this application, I confirm that I do not have and will not have any claims against the Bank in the future in case of disclosure of information contained in SMS-message by third parties.

I also confirm that I am independently responsible for the access of third parties to the cell phone and, accordingly, to the information received on the cell phone during the provision of this service, and the bank, in this case, bears no responsibility.

Full name of the Applicant _____

Signature _____

Date: _____

Appendix No. 2

to the Agreement for Rendering of
Remote Information Services to Holders
of International Plastic Cards of JSCB
«ASIA ALLIANCE BANK»

*Application
for Termination of the Agreement for Provision of
Services to Corporate Clients via the Information System*

Full name of the Applicant _____ I

hereby request you to disconnect the Service for the following telephone numbers and accounts:

Account number	Phone number

Full name of the Applicant _____

Signature _____

Date: _____

Appendix No. 3

to the Agreement for Rendering of
Remote Information Services to Holders
of International Plastic Cards of JSCB
«ASIA ALLIANCE BANK»

*Application
for Change of Details in the Information System*

Full name of the Applicant _____

By this application, I request you to make the following changes to my details in the System:

- Change cell phone number: +998 _____
- Disconnect the following account numbers from the Service:

Account number

- Connect the following account numbers to the Service:

Account number

Full name of the Applicant _____

Signature _____

Date: _____

Appendix No. 4

to the Agreement for Rendering of
Remote Information Services to Holders
of International Plastic Cards of JSCB
«ASIA ALLIANCE BANK»

***Application
for Blocking/Unblocking Access to the System***

Full name of the Applicant _____

- Please block access to the System
- Please unblock access to the System

Full name of the Applicant _____

Signature _____

Date: _____

Appendix No. 5

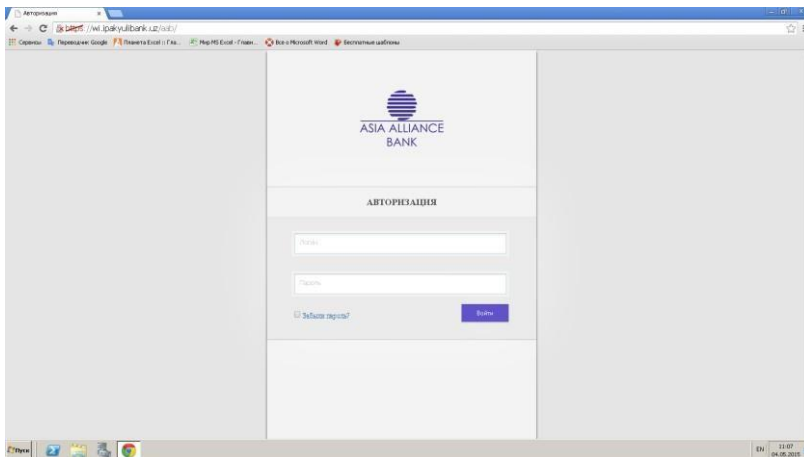
to the Agreement for Rendering of
Remote Information Services to Holders
of International Plastic Cards of JSCB
«ASIA ALLIANCE BANK»

Instructions for working with the «Personal Cabinet» System

In order to get access to the «Personal Cabinet» System (hereinafter referred to as the System), you shall submit to the branch of the bank where your international plastic card account is opened, a corresponding application for granting access to the System.

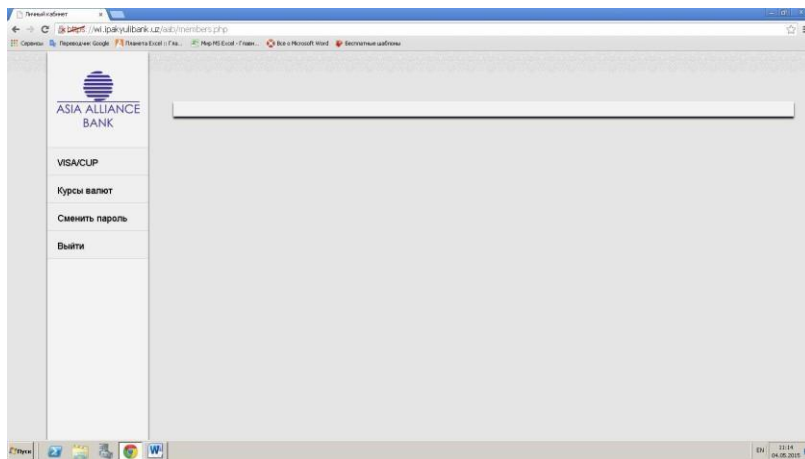
After registration in the System, your e-mail address will receive a notification of successful registration in the System with login and password for access to the System, as well as a link to the address of the System in the Internet <https://my.aab.uz:88/aab/>.

When you click on the link, a page for user authorization will open on the screen. Enter the login and password provided in the email to log in to the System.



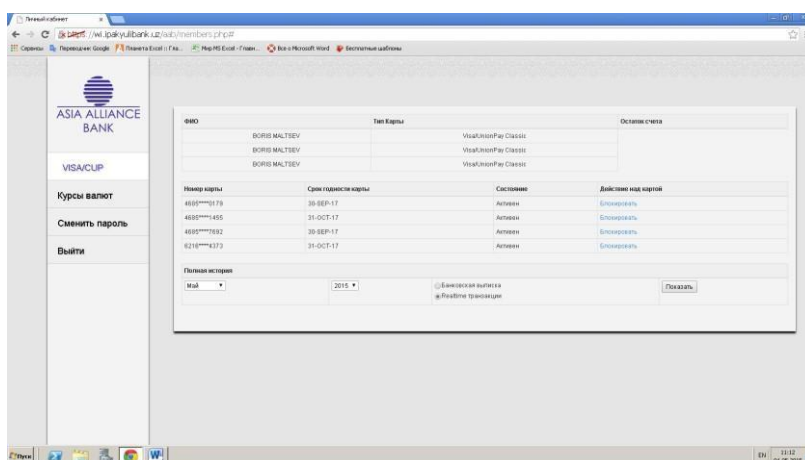
After successful authorization, the main menu of the System will open on the screen, with the help of which you will be able to:

- : Get information about your account balance and the cards assigned to your account.
- : Get information about your cards assigned to your account.
- : Block / Unblock the card.
- : Receive a statement of transactions made on your Card.
- : Get information on currency rates of the Central Bank of the Republic of Uzbekistan.
- : Change the password for access to the System.



Information on Account, Balance and Card

Select the Visa / CUP section from the System main menu to obtain information about the account status and the cards assigned to your account.



Blocking / Unblocking cards

If necessary, you can block or unblock your card. To block, click on the link «Block» (in the right part of the vowel menu opposite the card to be blocked). To activate a blocked card, click on the link «Activate» (in the right part of the vowel menu opposite the card to be activated).

Receipt of card statement

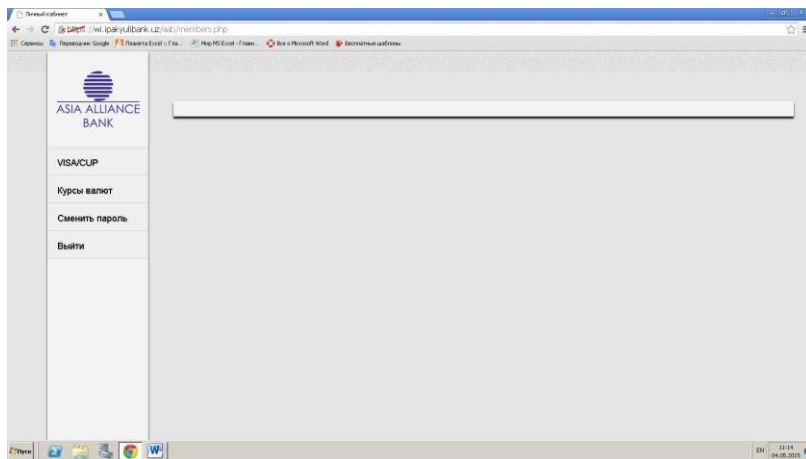
To get a card statement, use the «Full History» section in the Visa / CUP menu. Specify the month and year for which you are interested in information about your card transactions, select one of the account statements and press the «Show» button. The screen will display the transactions on your account for the period you selected.

Information on currency exchange rates of the Central Bank of the Republic of Uzbekistan

To get information about currency rates of the Central Bank of the Republic of Uzbekistan, select «Currency rates» section in the left part of the main menu. Information about currency rates will be displayed on the screen.

Changing the password for access to the System

To change the password to access the System, use the «Change Password» section on the left side of the main menu. The following window will be displayed:



Familiarize yourself with the requirements for a new password and follow the specified requirements to set a new password.

Important: JSCB «ASIA ALLIANCE BANK» strongly recommends to change the password after registration in the System.

Logging out of the System

To log out of the System, use the «Logout» section on the left side of the main menu.

SMS notification of card transactions in progress

When performing transactions on the Cards assigned to your account, the System will send SMS messages to your phone number indicating the date and time, transaction amount and the name of the merchant where the transaction is performed.

To change the cell phone number to which SMS messages should be received, please contact the branch of the bank where your card account is opened with a corresponding written application.