

Public offer agreement
for the provision of services to clients - individuals
through the Remote Banking Service System

This document is an official offer (public offer) of JSCB ASIA ALLIANCE BANK (hereinafter referred to as the Bank) and defines the standard terms and conditions for servicing the Bank's clients - individuals (hereinafter referred to as the Client), when providing them with services through the Remote Banking Service System.

In accordance with paragraph 2 of Article 369 of the Civil Code of the Republic of Uzbekistan (CC RUz), in the event of acceptance of the conditions set out below and connection to the Remote Banking Service System, the client - an individual who accepts this offer, becomes the Customer (in accordance with part 4 of Article 370 of the CC RUz, acceptance of the offer is equivalent to concluding an agreement on the terms set out in the offer), and the Bank and the Customer/Client jointly - the 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 point of the offer, the Bank suggests that you refuse to use the services.

1.TERMINOLOGY

1.1. Offer – this document “Public offer agreement for the provision of services to an individual through the Remote Banking Service System”.

1.2. Acceptance of an offer – full and unconditional acceptance of the offer by the Client through the actions specified in paragraph 3.1. of this offer.

1.3. Customer/Client – a person who has accepted the offer and is thus the customer of the Bank’s services under this agreement.

1.4. Offer Agreement – an agreement between the Bank and the Client for the provision of services to the client – an individual through the RBS System, which is concluded by accepting the offer (hereinafter referred to as the “Agreement”).

1.5. Website – the official website of the Bank on the Internet www.aab.uz.

1.6. Remote banking service system (hereinafter referred to as the System) is a set of banking software designed for remote receipt of banking services by the Bank's clients - individuals. RBS includes: the Alliance Pay mobile application, the administrative control panel of the System.

1.7. The Alliance Pay mobile application (hereinafter referred to as the mobile application) is a software product installed on the operating system of the Client’s mobile device, with the help of which the Client interacts with the RBS System.

1.8. Login – the username specified by the Client during registration in the form of a mobile phone number.

1.9. Password – a secret word or set of characters intended to confirm the Client’s login.

1.9. One-time authorization code – a six-digit set of numeric characters in the form of an SMS message sent to the mobile phone number specified during registration in the RBS System. The authorization code is required to enter the RBS System.

1.10. Authorization is the process of checking, confirming and granting the Client rights to work in the System.

1.11. Bank card is a payment card issued by a bank of the Republic of Uzbekistan, which provides its holder with the opportunity to make payments through payment infrastructures or receive cash or exchange currency and perform other operations established by the card issuer;

1.12. Bank account is a savings deposit account, a term deposit account, a loan account, a demand deposit account, a special sum card account and other accounts.

1.13. Savings deposit account is an account that keeps track of funds formed on the basis of periodic contributions from Clients, saved for specific purposes and directed towards these purposes or returned upon termination of the agreement.

1.14. Term deposit account is an account that keeps track of Clients' funds deposited for a period strictly agreed upon in the agreement.

1.15. Loan account – an account where the credit issued to the Client in the established manner is recorded.

1.16. Demand deposit account – an account where the Client's funds issued or transferred upon his first request are recorded.

1.17. Electronic wallet – an account where the Client's funds are recorded, managed only through the RBS System.

1.18. SCA – a sum card account opened by the Bank for the Client to conduct mutual settlements using the bank Card.

1.19. International plastic card – a card in national/foreign currency issued by ASIA ALLIANCE BANK JSCB, which provides access to the Client's special card account in national/foreign currency, through which non-cash payments are made.

1.20. Third party – an individual not related to the Agreement.

2. GENERAL TERMS AND CONDITIONS FOR PROVIDING SERVICES TO THE CLIENT BY THE BANK

2.1. To connect to the RBS System, the Client must have a Mobile Device with an operating system not lower than Android 6.0 or iOS 13 and a valid mobile phone number of the operators of the Republic of Uzbekistan.

2.2. To conduct transactions in the RBS System, the Client must download the bank's mobile application from Play Market/AppGallery/AppStore and install it on the mobile phone.

2.3. The Client is registered in the RBS System through the bank's mobile application. To register in the RBS System, you must enter your phone number and set a password to enter the RBS System.

2.4. The Bank provides services in the RBS System automatically around the clock, with the exception of banking services that are provided only during the Bank's business day.

2.5. The RBS System is the property of the Bank.

2.6. The terms of banking services provided through the RBS System are established in the bank's internal acts.

3. SUBJECT OF THE AGREEMENT

3.1. The terms of the Agreement are defined in a standard form and can be accepted by the Client by agreeing to them when installing the mobile application on their mobile device. Registration in the RBS System means that the Client has joined this Agreement as a whole. The Agreement is considered concluded from the moment of the Client's registration in the RBS System.

3.2. Using the mobile application, the Client has the right to carry out electronic transactions available in the RBS System.

3.3. By joining the Agreement and connecting to the RBS System, the Client confirms that they have received information about the Bank's Tariffs, the terms of service provision in the RBS System, the registration conditions, the RBS System operating mode, possible risks in the event of failure to fulfill obligations under the Agreement, as well as the rights and obligations of the Parties and their liability.

3.4. The Client acknowledges that data on transactions made using the System may be presented by the Bank as evidence in court in the event of a dispute in connection with the use of the RBS System.

3.5. The RBS System is an additional information channel of communication between the Bank and the Client, which does not exclude the traditional servicing of the Client in the Bank. The form of servicing in each specific case is chosen by the Client, unless otherwise agreed between the Parties.

3.6. The Client provides the Bank with their consent to the collection, processing and storage of their personal data upon registration in the RBS System. At the stage of the Client's registration in the RBS System, the Client is offered to read the Consent to the processing of personal data and accept it.

4. RIGHTS AND RESPONSIBILITIES OF THE BANK

4.1. The Bank undertakes to:

4.1.1. ensure uninterrupted operation of the RBS System;

4.1.2. advise the Client on the operation of the RBS System and assist in resolving disputes;

4.1.3. process the Client's personal data and ensure their confidentiality in accordance with the procedure established by law.

4.2. The Bank has the right:

4.2.1. The Bank has the right, without concluding an additional agreement, to make changes/additions to the Tariffs and this Agreement with mandatory notification of the Client at least 10 (ten) calendar days before the changes/additions come into force. If the Client disagrees with the changes and additions made, the Client has the right to terminate the Agreement by deleting his account (account) in the RBS System. Using the RBS System after the specified period means that the Client accepts the changes/additions to the Tariffs and this Agreement.

4.2.2. in case of erroneous credits to client accounts due to a failure in the RBS System, write off the erroneously credited funds from the account without the client's consent, while notifying him/her of this;

4.2.3. place various advertisements in the mobile application, marketing campaigns carried out jointly with Partners/Suppliers, inform about loyalty programs in the form of banners or advertising;

4.2.4. Temporarily suspend unilaterally the Client's servicing using the RBS System:

- if the Client fails to comply with the terms of the Agreement, current legislation;
- for the duration of controversial situations;
- to perform urgent emergency and routine maintenance related to servicing the RBS System with notification of the Client of the timing of this work;
- seizure of funds in accounts or suspension of account transactions in cases stipulated by the legislation of the Republic of Uzbekistan;
- availability of information on participation or suspicion of participation in terrorist or other criminal activities, obtained in accordance with applicable law, as well as identification of dubious and/or suspicious transactions of the Client;

4.2.5. terminate this Agreement unilaterally and stop servicing the Client through the System, in cases stipulated by the Agreement.

4.2.6. In case of suspension or termination of servicing the Client through the RBS System, a notification of suspension or termination of servicing is generated for the Client in the mobile application.

5. RIGHTS AND RESPONSIBILITIES OF THE CLIENT

5.1. The Client is obliged to:

5.1.1. to connect to the RBS System, have a Mobile Device with an operating system not lower than Android 6.0 or iOS 13 and a valid mobile phone number of the operators of the Republic of Uzbekistan;

5.1.2. in order to correctly use the bank's mobile application and display up-to-date information on transactions in the RBS System, when a requirement appears in the mobile application to update the version of the bank's mobile application, download and update the RBS System accordingly;

5.1.3. promptly and in good faith fulfill the terms of the Agreement and current legislation;

5.1.4. not follow unknown links, do not download unknown application installation files from various social networks, and do not provide personal data at the request of third parties;

5.1.5. download the mobile application only from official stores (Google Play, AppGallery, App Store) and avoid third-party sources;

5.1.6. use complex passwords and change them regularly;

5.1.7. promptly notify the bank of any suspicious activity related to his/her account;

5.1.8. not use the RBS System for illegal purposes, including for the legalization of proceeds from criminal activity and the financing of terrorism;

5.1.9. use the RBS System exclusively for personal purposes and not transfer the right to use the RBO System and the mobile phone number that he/she entered when registering in the RBS System to third parties;

5.1.10. keep secret the login, password and secret code sent via SMS message used to use the system;

5.1.11. correctly enter payment details, namely: recipient account, phone number, personal accounts for utilities, etc.;

5.1.12. to receive/send funds through international money transfer systems, provide all the necessary information to receive the service;

5.1.13. In case of loss of a mobile phone, detection of facts or suspicions regarding illegal use of details for access to the RBS System by third parties, including when changing the mobile phone number that was connected to the RBS System, immediately notify the Bank of temporary blocking of the service in the following ways:

- personal visit to the bank branch. The Client can go to any bank branch and fill out the required application form;

- phone call. The Client can call the bank's contact center and report the situation, and follow the operator's instructions;

- e-mail. The Client can send a written request to the bank's e-mail address: info@aab.uz, indicating all the necessary data.

5.1.14. Timely pay/reimburse the Bank:

- commissions, other amounts stipulated by the Bank's Tariffs;
- amounts erroneously credited by the Bank to the card/wallet in the event of a RBS System failure.

5.2. The Client has the right:

5.2.1. receive the necessary information from the Bank employees on issues of fulfilling the terms of the Agreement;

5.2.2. carry out electronic transactions available in the RBS System;

5.2.3. use the RBS System to view information received from the Bank;

5.2.4. terminate the Agreement at any time by deleting your account in the RBS System.

6. COST OF SERVICES AND PAYMENT PROCEDURE

6.1. The amount of the fee for using the RBS System and for transactions performed in the RBS System is established by the Bank's Tariffs.

6.2. The commission fee for services provided by the Bank through the System is charged by the Bank as transactions are performed by direct debiting of funds from the Client's SCA/bank account.

7. LIABILITY OF THE PARTIES

7.1. The Parties shall be liable for failure to fulfill or improper fulfillment of their obligations under the Agreement 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 Client.

7.3. The Client shall be solely liable for all transactions that are carried out through the RBS System, regardless of whether the Client himself or third parties carry them out. All transactions carried out by the Client in the RBS System are regarded as transactions carried out directly by the Client.

7.4. The Bank shall not be liable:

7.4.1. for negative consequences for the Client (including losses caused to him) in the event of the Client's failure to comply with the requirements stipulated by the Agreement and current legislation;

7.4.2. if information about accounts and/or transactions carried out on them becomes known to third parties through no fault of the Bank;

7.4.3. for the correctness of the content and/or execution of payment transactions made by the Client using the RBS System. In these cases, the Bank does not undertake any obligations to return payments made by the Client through the RBS System;

7.4.4. in the event of impossibility of providing access to the RBS System due to circumstances beyond the control of the Bank;

7.4.5. for the quality and technical condition of communication lines;

7.4.6. for delays and failures arising in the networks of mobile operators and the services of Internet providers;

7.4.7. for possible losses or damage incurred by the Client as a result of unauthorized access to his account, in the event of the Client's violation of the obligations stipulated by subparagraphs 5.1.2. - 5.1.10. of this Agreement.

8. FORCE MAJEURE

8.1. The Parties shall be released from liability for failure to perform or improper performance of obligations under the Agreement, if such failure to perform or improper performance was a consequence of force majeure circumstances.

8.2. The Parties understand force majeure circumstances to be circumstances that arose after the conclusion of the Agreement as a result of unforeseen and unavoidable events of an extraordinary nature, such as: wars and military actions, natural disasters, actions of mobile 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 of the Agreement.

8.3. The Parties also consider force majeure circumstances to be actions and inactions of enterprises - suppliers of public utilities and communication services, making it impossible for a Party to fulfill its obligations under the Agreement, technical failures in the operation of the System.

8.4. The Party that is unable to fulfill its obligations under the Agreement due to the circumstances specified in paragraphs 8.2 and 8.3 of the Agreement 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 shall serve as evidence of the occurrence and duration of the said circumstances.

8.5. In the cases specified in paragraphs 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 are in effect.

8.6. If force majeure circumstances continue for more than 30 consecutive calendar days, each Party shall have the right to terminate the Agreement. The Bank shall terminate the Agreement in the specified case and place a corresponding notice of termination of the Agreement on stands in the Bank's divisions, on the official website www.aab.uz or in another manner at the Bank's discretion.

9. TERM OF THE AGREEMENT AND PROCEDURE FOR ITS TERMINATION

9.1. The Agreement is considered concluded from the moment of the Client's registration in the RBS System and is of indefinite duration.

9.2. The Agreement may be terminated by the Client at any time.

9.3. The Agreement may be terminated by the Bank unilaterally in the event of:

- the Bank's decision to terminate the provision of services to Clients via the RBS System;
- the Client's violation of the terms and conditions established by the Agreement and the terms and conditions for the provision of banking services via the RBS System;
- the presence of information on participation or suspicion of participation in terrorist or other criminal activity, obtained in accordance with applicable law, as well as the identification of dubious and/or suspicious transactions by the Client;
- in other cases stipulated by the applicable law of the Republic of Uzbekistan, internal banking rules.

10. DISPUTE RESOLUTION PROCEDURE

10.1. Disputes under this Agreement shall be resolved through negotiations. If no agreement is reached, the dispute shall be considered in the authorized courts in accordance with the current legislation of the Republic of Uzbekistan.

10.2. If one of the parts of the Agreement is recognized as invalid in accordance with the procedure established by law, this fact shall not entail automatic recognition of the entire Agreement as a whole and/or its other parts as invalid, unless otherwise provided by the norms of the current legislation.

10.3. Issues not regulated by this Agreement shall be governed by the current legislation of the Republic of Uzbekistan.