

## **PUBLIC OFFER - AGREEMENT ON BANK CARDS ISSUING AND CARD SERVICES**

### **1. General provisions**

**1.1.** This public offer is an offer of JSC 'KDB Bank Uzbekistan' (hereinafter - the Bank) and defines the standard conditions, procedure of servicing the Bank's clients - individuals, when providing them with services for issuing and servicing bank cards;

**1.2.** In accordance with Article № 370 and paragraph 2 of Article № 369 of the Civil Code of the Republic of Uzbekistan, the Agreement shall be considered as concluded and take effect from the date of application of an individual to the Bank for provision of bank services (hereinafter - the Application), signed in his/her own hand, submission by the Client of necessary documents for opening a card account and successful passing of the due diligence procedure of the Client.

An individual who accepts this offer becomes the Client of the Bank – the owner of the card account, and the Bank and the Client together – the Parties to this Agreement.

**1.3.** All attachments to the Agreement of the public offer are an integral part of the Agreement.

**1.4.** The return of funds accepted as deposit by the Bank is guaranteed by the Fund for guaranteeing citizens' deposits in banks of the Republic of Uzbekistan in accordance with the Law of the Republic of Uzbekistan "On guarantees for the protection of citizens' deposits in banks" No. 360-II dated April 5, 2002.

*!!! Please, carefully read the terms of the Public Offer Agreement and the Bank's Tariffs. If you do not agree with any point of the offer, you reserve the right to refuse to use the services!!!*

### **2. Basic terms and definitions:**

**2.1. Public offer** – this agreement, which is concluded between the Bank and the Client, by accepting the offer by the Client (hereinafter referred to as 'the Agreement');

**2.2. Bank** – 'KDB Bank Uzbekistan' JSC and all its separate subdivisions;

**2.3. Legislation** – current legislation of the Republic of Uzbekistan, including laws, by-laws, regulatory acts of the Central Bank of the Republic of Uzbekistan and other state bodies;

**2.4. Card account** - bank account, which funds can be disposed of by means of a bank card;

**2.5. Bank card** (hereinafter - the Card) - a payment instrument that enables its holder to make payments through payment infrastructures or receive cash for currency exchange and perform other operations established by the issuer of the bank card;

**2.6. Due diligence** - identification and verification of the Client's identity, as well as the study of the purposes and nature of financial transactions carried by the Client, including obtaining and recording information about the source of funds, in order to verify their compliance with the documents (information) provided to the Bank. The Bank shall carry out the Client Due Diligence procedure in accordance with: the requirements of the legislation and internal documents of the Bank, including the Internal Control Rules (compliance) on combating the legalization of income from criminal activity, financing of terrorism and financing of proliferation of weapons of mass destruction in commercial banks; sanctions programs adopted by the United Nations Security Council ("UNSC"), the European Union ("EU"), the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), the Financial Services Commission ("FSC"), the Anti-corruption Agency Financial Crimes ("FinCEN") and the Bureau of Industry and Security of the US Department of Commerce ("BIS"), as well as regulatory guidance from the Specially Authorized State Body of the Republic of Uzbekistan;

**2.7. Client** - a resident/non-resident individual who has accepted the terms and conditions of this Agreement or his representative (authorized person) acting on the basis of a power of attorney drawn up in accordance with the legislation of the Republic of Uzbekistan;

**2.8. Identity Document** (hereinafter - ID) - a biometric passport of a citizen of the Republic of Uzbekistan, ID-card of a citizen of the Republic of Uzbekistan, a national driving license of new type, birth certificate of a citizen under the age of 16 (sixteen), identity card issued by the command of military units and military institutions, or a military ticket (except for military tickets of citizens subject to military service), national passport of a foreign citizen (together with the document confirming the registration of a foreign citizen by the relevant bodies of internal affairs) or residence permit in the Republic of Uzbekistan of a foreign citizen or a diplomatic passport or accreditation card certifying the accreditation in the Republic, identification ID-card of a foreign citizen and stateless person, residence permit in the Republic of Uzbekistan of persons without citizenship;

**2.9. PIN** - personal identification number of the holder of a bank card, certifying the right to dispose of funds on the card account and confirming that permission to dispose of funds which was given by the holder of the bank card;

**2.10. Terminal** – an electronic device which was designed for non-cash payments with the use of bank cards.

**2.11. Authorization** – taking of Participant of the System (including the Bank) to make a payment using the Card and/or Card data;

**2.12. Active balance** – funds available on the Card, which can be used by the Client;

**2.13. Banking Day** – working day of the Bank, except Saturdays, Sundays and official holidays, plus additional non-working days of the Republic of Uzbekistan;

**2.14. Card blocking** - the Bank's (or the Client's) taking of measures suspending or terminating the possibility to conduct Card Transactions;

**2.15. Card unblocking** - the Bank's measures to resume the operation of the Card;

**2.16. Statement** – statement of the Card or the Card Account, generated in the form prescribed by the Bank, for the period of time specified in the Client's request. The statement reflects the Card transactions and the Bank's commissions.

**2.17. Remote services** - services provided by the Bank by means of a mobile application of the Bank, "Bank-Client" system and "Internet-banking" system, aimed at implementation of certain actions (operations) by the Client without visiting the Bank's branches;

**2.18. Card Transaction** – a sequence of messages generated and transmitted to each other by the Bank and the Client and/or Participants of the relevant System when servicing the Client under the terms and conditions stated in the Agreement and internal documents of the Bank Card transactions include the following operations:

- Debiting of Card Accounts (expenditure transactions related to non-cash payment for goods and services of merchants/service providers, receipt of cash);

- Crediting of Card Accounts, i.e. crediting of cash into the Card Account;

- Other transactions under the terms and conditions stipulated by the Agreement and internal documents of the Bank;

- Any transactions using the Card and/or Card data;

**2.19. Insurance Deposit** - minimum balance of funds on the Client's Card Account, which are not available for use by the Client and which are used by the Bank in case of an Overdraft or Indebtedness of the Client to the Bank;

**2.20. Payment systems** - a set of software and hardware tools, documentation and organizational and technical solutions to ensure the implementation of money transfers through the Cards. The system establishes certain rules of clearing settlements on Card transactions between Members with the appropriate currency conversion;

**2.21. Overdraft/technical overdraft** – technical overspent amount of the Client's funds on the Card Account, which is unauthorized by the Bank, subject to full compensation by the Client in the terms established by the Bank;

**2.22. Secure Password (3D Secure/SecureCode)** – one-time six-digit secret code used to identify the Client in carrying out card transactions on the Internet. The code is sent by the Bank to the Client's cell phone number registered with the Bank;

**2.23. Card Data (Details)** – information contained on the Card and/or stored therein, allowing to identify the Card's ownership by the Client, the Card issuer (the Bank) and the relevant System;

**2.24. Personal Data** – information, recorded on electronic, paper and (or) other tangible media, relating to the Client and enabling his identification;

**2.25. Password for phone calls** – a numeric, alphabetic or alphanumeric combination chosen by the Client and specified in the Application or other written documents provided by the Client to the Bank, used by the Bank to identify the Client on phone.

**2.26. Transaction Limit** – one-time, daily, monthly limits on the maximum amount and/or number of Card Transactions conducted with the Card, established in accordance with the internal documents of the Bank, the rules of payment systems and the terms of the Agreement;

**2.27. CVV code** - a secret number of the Bank Card, which is used to make payments on the Internet.

**2.28. ATM** - a device that allows the holder of a bank card to withdraw cash and perform other self-service operations, as well as generate slip documents for completed transactions.

**2.29. Virtual Card** - a bank card in electronic form, linked to the primary card or account, serving as a payment instrument containing the essential details of a bank card required for making payments.

### **3. Subject of the Agreement**

**3.1.** Subject of this Agreement is the interaction between the Client and the Bank in the provision of banking services for the opening of account(s), issuance, maintenance of bank cards, and making payments using the Cards issued by the Bank;

**3.2.** Terms of the Agreement can be accepted by the Client in the following ways: -

- Submitting a written Application and providing the necessary documents to the Bank branch;
- Performing step-by-step actions on the Bank's corporate website or mobile application of the Bank, which provide the possibility of remote submission of Application.
- Use of the bank card after 10 (ten) days of officially introduced amendments/supplements to this Agreement or the Bank's tariffs.

Acceptance of the offer means that the Client has read and agreed to the terms of the Agreement and the Bank's Tariffs, published on the Bank's website [www.kdb.uz](http://www.kdb.uz).

### **4. Issuing and terms of service of bank cards**

**4.1.** Bank opens a card account and issues a bank card on the basis of the following documents:

- Client's application;
- Passport or other document certifying the identity of the Client;

- Client's Compliance Questionnaire (hereinafter referred to as the Compliance Questionnaire);
- Other documents determined by the Bank in accordance with the requirements of Legislation and the Bank's Compliance Department;

**4.2.** Card account shall be opened within 2 (two) business days after the Client has successfully passed the Due Diligence procedure;

**4.3.** Bank card shall be issued within 3 (three) working days following the date of opening of the card account;

**4.4.** If the Bank's tariffs include a fee for a specific type of Card for annual/monthly maintenance, the first period's fee is charged on the Card issuance day, and for subsequent periods, this fee is charged on the first day of the next period until the card's expiration date;

**4.5.** Client has the right to apply to the Bank for an Additional Card, provided that this service is available on the day of the Application submission. The cost of this service is determined according to the Bank's tariffs;

**4.6.** An Additional Bank Card, except for a virtual card, may be issued in the name of any Client Representative over 14 (fourteen) years old, provided that they present the original identity document and other documents required by applicable legislation;

**4.7.** An Additional Bank Card can be issued at any time of validity of the Main Bank Card. The validity period of the Additional Bank Card may exceed the validity period of the Main Bank Card. Additional card must be closed on the day when the Client submits an application to close the card account;

**4.8.** All transactions performed by the Representative using the Additional Bank Card shall be treated as transactions performed using the Primary Bank Card and shall be governed by this Agreement;

**4.9.** The issuance of the Bank Card to the Client shall be carried out only upon the Client presenting the original identity document and/or other documents required by applicable law;

**4.10.** The reissuance of the Bank Card upon expiration, loss, damage, or at the Client's request shall be carried out based on the Client's written application submitted to the Bank or through remote servicing channels. The Bank's commission for card reissuance shall be charged in accordance with the Bank's current tariffs as of the date of card reissuance;

**4.11.** The terms of the standard Agreement in effect at the time of reissuance shall apply to Cards reissued in accordance with clause 4.10 of this Agreement;

**4.12.** In the event of early termination of the Agreement, the commissions received by the Bank for the issuance and servicing of the Bank Card shall not be refunded, and the CSC and the Bank Card shall be closed. The remaining funds on the Bank Cards shall be returned to the Client in cash through the Bank's cash desk or by non-cash transfer to the Client's bank accounts based on a written Application for non-cash transfer of funds, after deducting commissions and/or any other debts owed by the Client to the Bank. The basis for early termination of the Agreement shall be the existence of a corresponding Application from the Client or the presence of conditions specified in clauses 6.1.3, 6.1.9, and 6.1.10 of this Agreement.

**4.13.** The remaining balance of the insurance deposit on the Card Account shall be issued to the Client 30 (thirty) days after the date of the Client's application for card closure.

**4.14.** The total number of bank cards issued by the Bank in the name of one client, including virtual cards and cobaging cards, shall not exceed five (5). The requirements of this clause shall not apply to bank cards opened in foreign currencies.

## **5. Bank tariffs and mutual settlements of the Client with the Bank**

**5.1.** For the services provided by the Bank under this Agreement, the Client undertakes to pay the Bank a commission fee (commission) and other payments in accordance with the Bank's tariffs in effect on the date of the transaction;

**5.2.** The Bank does not accrue interest on the balance of funds held in the Card Account, unless otherwise provided by the Bank's tariffs.

**5.3.** Payment of commissions is made in the manner established in clause 5.6 of the Agreement.

**5.4.** The applicable tariffs are provided by the Bank to the Client prior to the Client's acceptance of the Agreement. By agreeing to the Agreement, the Client confirms that they have reviewed the tariffs and agree to their amount, procedure for modification, and application;

**5.5.** The Bank reserves the right to unilaterally amend the Bank's tariffs;

**5.6.** The Bank debits the amounts of Card transactions, Bank commissions, as well as funds erroneously credited to the Card Account or Card/erroneously not debited from the Card or Card Account, and any debts, including the Client's debts under other obligations to the Bank, by directly debiting the Card Account. In the absence of or insufficient funds in the Card Account, the Bank may debit:

- directly from any of the Client's bank accounts opened with the Bank;
- from Bank cards issued by other banks
- The Client grants the Bank the right to debit funds without prior consent (acceptance) of the Client in the cases and manner specified in this clause of the Agreement.

In the event of amendments or additions to the tariffs or this Agreement, the Bank shall notify the Client no later than 10 (ten) calendar days before the effective date of such amendments or additions, without concluding an additional agreement to this Agreement, by any of the following methods:

- by posting the amendments and/or additions to the tariffs and the Agreement on information boards in the Bank's offices;
- by posting the amendments and/or additions to the tariffs and the Agreement on the Bank's website at: [www.kdb.uz](http://www.kdb.uz);
- by any other method at the Bank's discretion.

In the event of changes to the Bank's tariffs that reduce the amount of commission fees (creating favorable conditions for the Client), the Bank may unilaterally apply such changes no later than the day following the effective date of the changes to the Bank's tariffs.

**5.7.** Funds are transferred to the Bank card account in the currency of the account. Transfer of funds to the Bank card account is carried out by cashless transfer from accounts in the bank (in other banks), as well as cash through the bank cash register or through automated service points in accordance with the current legislation of the Republic of Uzbekistan and Bank tariffs;

**5.8.** Funds are credited to the CSC in the currency of the CSC. Funds may be credited to the CSC by non-cash transfer from accounts with the Bank (or other banks), as well as by cash deposit through the Bank's cash desk or Automated Service Points in accordance with the current legislation of the Republic of Uzbekistan and the Bank's tariffs;

**5.9.** Cash withdrawals from the Client's Bank Card through the Bank's cash desk or ATMs are carried out within the daily limit set by the Bank, with a commission deducted in accordance with the approved Bank tariffs;

**5.10.** If the performed Card transaction is not recognized by the Client, the Client has the right to inform the Bank about this within 40 (forty) calendar days from the date of the transaction with the card, attaching documents related to the transaction.

Based on the client's application, the Bank investigates the situation within the terms provided for in the payment system and may start the dispute/chargeback process on behalf of the client, if provided for in the rules of the payment system. Acceptance of the rejection application from the client does not mean the Bank's obligation to return the funds to the client. All costs for the implementation of Chargeback/Dispute actions on the transaction specified in the Client's application will be charged to the Client's account in accordance with the Bank's tariffs in force at that time.

The Bank does not take responsibility for the outcome of the Dispute/Chargeback, does not undertake and does not guarantee the successful resolution of the Dispute/Chargeback and the return of money to the Client.

If the Dispute/Chargeback of the performed Card operation is successfully completed, the Bank will transfer the funds returned by the Beneficiary to the relevant Card account within the terms specified in the requirements of the payment system.

**5.11.** When performing a transaction on a bank card in a currency different from the currency of the card account, conversion and subsequent settlements with the client are carried out in accordance with the current rates of the bank;

**5.12.** In the cases stipulated by the current legislation of the Republic of Uzbekistan, it is allowed to replenish the Client's Bank card account by third parties.

## **6. Rights and obligations of the parties**

### **6.1. The Bank has the following rights:**

**6.1.1.** Checking compliance of clients by requesting certified documents about the source of bank funds; study additional end users of goods/money etc.; compliance receives any inquiries related to compliance.

**6.1.2.** Account opening/issuance of cards is allowed within 2 (two) business days after receiving a positive opinion from the Compliance Department. In case of failure to pass the compliance check, the Bank has the right to refuse service.

**6.1.3.** Refusing to replace the Bank Card to the Client, if there is no possibility of applying measures for proper identification and verification of the Client in accordance with the instructions, regulations and legal acts of the Republic of Uzbekistan;

**6.1.4.** Closing bank card account/ cancelling and destroying the Bank Card (additional Bank Card), if it is not received by the Client within 2 (two) months from the date of receipt by the Bank of the Application. Fees for registration and/or re-issue of the Bank Card in this case will not be returned to the Client;

**6.1.5.** Withdrawal of funds from the Client's bank card account without acceptance in accordance with the procedure established by the current legislation of the Republic of Uzbekistan and the terms of this Agreement:

**6.1.5.1.** Payments related to Bank commission and bank account and/or bank card service related other payments;

**6.1.5.2.** Bank commissions and other fees related to bank card account and/or bank card services;

**6.1.5.3.** The bank's claims on the client's overdue loan due to the loan agreements and guarantee agreements concluded between the bank and the client;

**6.1.5.4.** The amount of fines, debts and other obligations based on the executive documents of the judicial enforcement bodies of the Republic of Uzbekistan;

**6.1.5.5.** The amount of damages caused by the bank as a result of the client's non-compliance with the terms of the contract and/or the rules of using the bank card, the current legislation of the Republic of Uzbekistan and the rules of the payment system;

**6.1.5.6.** Excess or incorrect amount of money transferred to the client's bank card account;

**6.1.6.** Unilaterally changing, adding or cancelling of the Tariffs and Rules of Use by notifying the Client about such changes in accordance with clause 5.7. of this Agreement;

**6.1.7.** In case of authorization by the Bank to carry out the operation on the card, until the funds for the operation are withdrawn from the account, or until 30 (thirty) calendar days if the funds are not withdrawn from the account;

**6.1.8.** Writing off without agreement with the Client from all his accounts opened with the Bank the amounts erroneously credited to the Client's account and the amount of the technical overdraft, in order to return the amounts transferred by mistake and / or by violating the current legislation and / or suspicious amounts, commission expenses for the services rendered, debts on other banking products used by the Client, interest on them, forfeit;

**6.1.9.** If sanctions have been applied to the Client or financial transactions on the Client's Account or there is a risk of sanctions being applied, the Bank reserves the right to: request additional information from the Client in order to study the transactions; limit the volume of transactions; Refuse to carry out financial transactions that do not correspond to the information provided in the Client's Compliance Questionnaire, as well as refuse to service the Account and terminate the Agreement with the Client unilaterally;

**6.1.10.** Temporarily suspending until the client provides a written explanation or terminating the operation of the Bank Card (order the withdrawal of the card) with subsequent termination of the Agreement if the Client fails to comply with the terms of the Agreement and / or the Rules for Using the Bank Card, the current legislation of the Republic of Uzbekistan, the rules of the Payment system and conducting dubious operations. Upon termination or suspension of the validity of the main Bank Card, the validity of all Additional Cards shall be terminated or suspended;

**6.1.11.** Suspending of bank card validity on the basis of executive documents of law enforcement and judicial bodies of the Republic of Uzbekistan;

**6.1.12.** The Bank has the right to conduct an Extended Due Diligence (EDD) of a client's transaction before execution at the request of the Compliance Department by in-depth study of the purpose of the transaction, the source of funds, information about the beneficiaries and beneficiary banks, asking the client for additional information about the parties involved in the entire transaction chain and complete the transaction of the client within 2 (two) business days after receiving a positive opinion from the Compliance Department. The Bank reserves the right to reject the transaction in case of an unsuccessful EDD;

**6.1.13.** If no settlement transactions have been conducted on the card account during the last 12 months and the card account has a zero balance, the Bank shall be entitled to unilaterally close the account. In this case, if the Client does not replenish the card account or perform any settlement transactions within 10 (ten) calendar days from the date the Bank sends a notification in writing or via remote communication channels, the agreement shall be deemed terminated and the card account closed.

**6.1.14.** If no transactions have been conducted through the account within the past 12 months, but a positive balance remains, the Bank reserves the right to block the account. In such event, the Bank shall send a notification to the Client in paper form or via remote communication channels. The account may be unblocked upon the Client's formal request.

**6.1.15.** Upon expiration of the bank card and if there is a remaining balance on the card account, the Bank shall be entitled to transfer such remaining funds to the Client's other accounts in the relevant currency maintained with this Bank and to close the card account, with subsequent notification of the Client. If the Client has no other accounts in the relevant currency, the remaining funds shall be transferred to the Bank's inactive accounts and shall be returned to the Client's newly opened account based on the Client's written application.

**6.1.16.** The Bank is entitled to request from the Client information and documents necessary to carry out the Client's identification, including the Personal Identification Number of an Individual (PINFL), in accordance with the current legislation of the Republic of Uzbekistan. The Client is obliged to provide the information and documents requested by the Bank, including the PINFL, within 10 (ten) calendar days from the date the relevant notification is sent by the Bank. In the event of failure to provide such information and documents, the Bank shall be entitled to unilaterally terminate this Agreement and close the Client's card accounts and/or cards. The remaining funds on the closed accounts shall be credited to the Bank's inactive account and transferred to the Client to the account specified by the Client after the provision of the necessary identification data, in the manner prescribed by the legislation and the Bank's internal rules.

**6.1.17.** The Bank is entitled to unilaterally terminate this Agreement and close card accounts and/or cards if inaccuracies in account registration are identified (invalidity or incompleteness of data, etc.) in the NIDBD (National Information Database of Bank Depositors). In this case, the Bank shall notify the Client of its intention to terminate this Agreement at least 10 (ten) calendar days prior to the termination date by sending a notification using one of the methods provided for in this Agreement. The remaining funds on the closed card accounts and/or cards shall be credited to the Bank's inactive account and further transferred to the account specified by the Client. Moreover, the Client shall be entitled to submit an application for opening a new card account and/or issuing a new card. Expenses related to the opening of a card account and/or issuance of a card shall be borne by the Bank, provided that such expenses did not arise due to the Client's fault.

**6.1.18.** If it is identified in NIDBD (National Information Database of Bank Depositors) that the total number of bank cards registered to a client within the banking system exceeds twenty (20), the Bank shall refuse the opening of a new card and/or bank account and notify the client accordingly. Upon the Client's application for opening a bank card, if it is established that the Client has exceeded the maximum number of bank cards, the Bank shall close the Client's card and/or bank account on which no transactions have been carried out during the last twelve (12) months, with the subsequent opening of a new card and/or bank account. If the maximum number of bank cards is exceeded and all of the Client's bank accounts are active, the Bank shall refuse to provide the Client with the service of opening a card and/or bank account.

**6.1.19.** The Bank may have other rights provided for by law.

## **6.2. Liabilities of the Bank:**

**6.2.1.** Ensuring the issuance of a bank card within the period established in accordance with Clause 4.3 of this Agreement;

**6.2.2.** In case of damage, theft or loss of the bank card, ensure that it is blocked and a new bank card is issued within 3 (three) working days from the date of submission of a written application by the client;

**6.2.3.** In case of expiration of the bank card, ensure the issuance of a new bank card within 3 (three) working days from the time of submission of a written application by the client;

- 6.2.4. Debiting the Bank card account for bank card transactions, including bank commissions and other payments, in accordance with clause 6.1.4 of this Agreement;
- 6.2.5. At the written request of the client, preparing a client statement that reflects all transactions approved for the bank card account during the reporting period. The specified extract is presented to the client in person at the bank or through the use of electronic means of communication in the order specified in the client's application;
- 6.2.6. Upon receipt of the Client's Application for termination of this Agreement, issuing the active balance of funds from the Bank Card in cash through the Bank's cash desk or transfer by wire transfer to the details specified by the Client in the Application for wire transfer of funds, withholding commissions and / or other debts of the Client to the Bank;
- 6.2.7. Blocking the card based on the client's application;
- 6.2.8. The bank may have other obligations specified by law

**6.3. The Client has the following rights:**

- 6.3.1. Independent disposal of available funds on the card, carrying out operations with the bank card in the order and conditions stated in this Agreement;
- 6.3.2. By connecting remote services (SMS, Internet-banking, mobile-banking, etc.) to receive information about the balance on the Card and the transactions carried out;
- 6.3.3. Issuing an additional bank card based on the terms of this Agreement, if provided for in the bank tariffs;
- 6.3.4. If the card is lost, damaged or expired, apply to the bank with a written application for reissuing the card;
- 6.3.5. Refuse to use the card and close the Card account in accordance with the terms of the contract;
- 6.3.6. Unless otherwise specified in the application, monthly bank statements for the previous month from the Bank card account;
- 6.3.7. Regularly visiting to the bank's website [www.kdb.uz](http://www.kdb.uz) and keeping in touch with changes in tariffs or rules of use;
- 6.3.8. The client may have other rights provided for by law.

**6.4. Client Obligations:**

- 6.4.1. Use of the card in accordance with the terms of this Agreement and the rules of the payment system (Appendix 2);
- 6.4.2. Financial responsibility for all transactions carried out using the card and / or card data rests with the Client;
- 6.4.3. Using the Card only within the active balance on the Card;
- 6.4.4. Not to carry out bank card transactions for purposes related to the implementation of business activities. If the bank receives a notification about the need to stop using the bank card, returning the card to the bank within 5 (five) calendar days from the date of receiving the notification;
- 6.4.5. Not to give the bank card or the requisites applied to the bank card to other persons for use; not disclose the PIN code of the card or the one-time confirmation code received via SMS and/or PUSH notification to third parties; Being vigilant when making contactless payments at sales points, be careful when making payments via the Internet using bank card details, not making payments on unreliable sites; using only mobile applications of reliable and approved payment organizations and banks; ensuring safe storage of bank cards and all devices that store bank card details;

**6.4.6.** Keep all documents on transactions with the Bank Card for 3 (three) months from the date of the transaction or the beginning of the validity of the Card and provide them to the Bank upon request or to resolve disputes and issues;

**6.4.7.** Notifying the bank in written form about all amendments to the information specified in the application no later than 10 (ten) working days from the time of the change. In case of change of surname, first name or patronymic, submitting a written application and document confirming the change, as well as return the card to the bank for re-registration;

**6.4.8.** In case of loss or theft of the card, as well as suspicion of transactions without the Client's permission, immediately taking measures to block the card through the Bank's mobile application or other remote services. If it is not possible to remotely block the card, notifying the Bank by phone (in this case, the Client must state his password for telephone conversations and correctly answer other questions necessary for the identification of the client);

**6.4.9.** In all cases where implementation by telephone or remote services is not provided for in this Agreement, the Client must contact the Bank in person, and if necessary, in writing to resolve the problems that arise;

**6.4.10.** By signing the application noted in Appendix 1 of this Agreement, the Client confirms the following:

- In order to improve and control the quality of service provided to this document for his personal needs, the client gives his consent to record telephone conversations with Bank employees, as well as to use the recordings as evidence of the conversation;
- agrees that the Bank may use any means of communication (including electronic, digital, etc.) to provide banking services;
- The client consents to the processing of his personal and other data, as well as to the receipt of relevant information about him in a form suitable for the Bank and the sources chosen by the Bank;

**6.4.11.** After the conclusion of this Agreement, the client is personally responsible for the storage of authentication data, their transfer to third parties and the services provided by the Bank using this data.

## **7. Blocking the bank card**

**7.1.** The Bank has the right to block the Card on its own initiative in the following cases:

- When the terms of the contract are violated by the client;
- When the Bank considers that there are circumstances that may cause damage to the Client and/or the Bank;
- When the Bank suspects that the Client has used the Card to carry out illegal/fraudulent operations, if the essence of the operations carried out with the Card corresponds to the criteria of operations classified as high-risk operations by the Bank;
- When the bank receives information from the payment system about the risk of Card data compromise (forgery) at the points of sale in the system;
- When changes are made to the legislation of the Republic of Uzbekistan that limit the operations specified in the terms of the Agreement;

**7.2.** The bank card can be blocked based on the following appeals of the client:

- By phone call (by correctly answering password and other identification questions for telephone conversations);
- By applying to the bank or using remote services (via SMS, Internet banking, Mobile application).

**7.3.** Unblocking of a bank card is carried out in accordance with the procedure specified in the internal regulatory documents of the Bank. The Bank is not responsible for the consequences of blocking specified in Clause 7.1 of this Agreement;

## **8. Restrictions on card use and card transactions**

**8.1.** In order to ensure the safety of the Client's funds, the Bank may set a daily limit for payments for goods and services through the card, as well as for cash withdrawals from the Card. These restrictions may be temporarily increased or decreased at the request of the client. By agreeing to the terms of this Agreement, the Client confirms that he has familiarized himself with the current limits, the procedure for their change and application (where the limits are indicated), and expresses his consent to the procedure for setting and changing such limits;

**8.2.** Based on the global trend of fraudulent transactions with Cards, in order to ensure the safety of the Client's funds, the Bank may also set temporary limits on the amount of transactions in one outlet for a certain period of time, the number of transactions in a certain period of time, restrictions on the use of the Card in different countries in a certain period of time and others. By acceding to this Agreement, the Client confirms the fact of familiarization with this condition, the procedure for their application and gives his consent to the establishment of such restrictions;

## **9. Responsibility of the parties**

**9.1.** The Bank is not financially liable for transactions involving the Bank Card, Card number, Card PIN, CVV code, made by third parties if such operations were conducted with the Client's (or their representative's) knowledge or due to the Client's (or their representative's) violation of the terms of this Agreement and/or the Rules of Using the Bank Card, nor for operations conducted by the Client followed by a refusal of the transactions;

**9.2.** The bank does not undertake the obligation to issue (set) the PIN code to the bank card. The client must independently assign (specify) the PIN code when receiving a bank card at a bank branch. If the bank has set a standard PIN code on the bank card, the client, when receiving the bank card:

- changes the standard PIN code to a personal code;
- must present ID and get the PIN envelope from the Bank cashier;

**9.3.** The Bank shall not hold the responsibility for situations beyond its control and related to failures in the operation of external payment, settlement, data processing and transmission systems, as well as if the Card was not accepted for payment by a third party;

**9.4.** The client is responsible for operations carried out by third parties using the Bank card, its analogues or details.

**9.5.** The client is financially responsible for the waste of excessively or erroneously received funds on the Bank card account. Excessive or erroneously credited funds, including the funds used from them, are subject to unconditional compensation to the Bank by the Client within 3 (three) working days from the moment the Client receives the Bank's notification.

**9.6.** The bank is responsible for all operations carried out using the bank card specified in the application after receiving the application from the client about the loss of the bank card or its unauthorized use.

**9.7.** In cases beyond the control of the parties, i.e. in the event of emergency or insurmountable circumstances, including natural disasters, military operations, public disturbances, adoption of regulatory documents that prevent the fulfillment of obligations under this Agreement in the event that the acceptance

of these regulatory documents is not related to the guilty actions of the Party considered as a Party in connection with this Agreement, they shall be exempted from responsibility for the non-fulfillment or improper fulfillment of obligations under this Agreement;

**9.8.** The Bank does not hold any responsibility for:

- For the consequences of not informing the Bank in time about the change of the client's personal data (surname, phone number, permanent address, etc.);
- The client does not notify the Bank in time about the loss / theft of his identity documents;
- The impossibility of making Card transactions on the Card Account in the event of seizure of funds or suspension of operations on the Card Account, on the basis of instructions from authorized bodies and officials presented in accordance with the legislation of the Republic of Uzbekistan, as well as in cases established by clause 9.2 and section 11 of the Agreement;
- For damages suffered by the client as a result of non-fulfillment of the terms of this Agreement and its appendixes;

## **10. Personal information**

**10.1.** Personal data of the Client received by the Bank is used and can be used for these purposes:

**10.1.1.** Conclusion and execution of contracts in which the client is an interested party;

**10.1.2.** Ensuring that the client's rights and obligations are properly followed;

**10.1.3.** Client Due Diligence in Combating Money Laundering, Terrorist Financing and Proliferation of Weapons of Mass Destruction;

**10.1.4.** Providing the client with information related to the execution of the contract;

**10.1.5.** Notifying insurance, postal and communication organizations;

**10.1.6.** Transferring to the state and other organizations, as well as individuals and legal entities for debt collection;

**10.1.7.** Offering new banking services, conducting marketing research, conducting studies, obtaining credit information about the client, etc.;

**10.1.8.** Performing the actions provided for in this Agreement, as well as in accordance with the provisions of the Law of the Republic of Uzbekistan "On Personal Data", the Client grants the Bank the right to store and process, including automated, any information related to the Client's personal data, including collection, systematization, storage, modification, addition, use, provision, distribution, transfer, depersonalization and destruction of the Client's personal data, and also gives his consent to the transfer of Personal data to third parties in order to carry out the actions provided for in this Agreement.

## **11. Other conditions**

**11.1.** It is not allowed to enable the SMS-info service for foreign phone numbers;

**11.2.** The bank provides the statement from the card account based on the client's request, and for this, the commission provided for in the bank tariffs is charged. If such services are provided by the Bank, the Client has the right to receive information about the operations performed through remote services (SMS, Internet-banking, Mobile-banking, etc.) and the balance of funds on the card, and the Bank has the right to transfer such information;

**11.3.** When the Client applies for a change in the contact details and data of the Client's Card account, the changes are made by the Bank no later than 3 (three) calendar days from the date the Bank receives the relevant written notification from the Client. If the Client is connected to remote services (SMS informing, etc.), the Client undertakes to immediately notify the Bank of changes in his contact details

used to receive information on transactions and/or the balance on the Card, including through remote services. In case of non-compliance with this requirement, all responsibility for possible consequences lies with the Client;

**11.4.** The Bank may consider electronic documents sent to the Bank by the Client (including via remote services) as equivalent to real documents received by the Bank from the Client in hard copy and certified by the Client's signature in accordance with the Client's identity document. This provision applies only to actions permitted by the Bank's internal regulatory documents;

**11.5.** The correct password for telephone conversations, correct answers to other questions of the Bank's employees aimed at determining the identity of the client were provided, as well as other permitted actions were performed in accordance with the Bank's internal procedures, including through remote services the Client successfully upon identification, these remote services shall be deemed to have the same effect as the Client's instructions in writing, written down on paper and signed in accordance with the Client's sample signature in the ID. In case of doubt about the identity of the Client, the Bank has the right to refuse to provide information or to take action on applications received by phone and to ask the Client or a person authorized by him to contact the Bank in person;

**11.6.** The Bank has the right, without obtaining additional consent from the Client:

- assigning their rights (claims) for repayment by the Client of the Debt to third parties with the transfer to them of all necessary documents confirming the validity of the right (claim);
- instruct third parties to collect the Debt and provide them with the information and documentation necessary for the execution of the Bank's order;

**11.7.** The Bank has the right to set the deadline for early repayment of the Client's debt to the Bank by sending a request to the Client;

**11.8.** In the event that, in accordance with the currency and / or other legislation of the Republic of Uzbekistan, in order to conduct a Card transaction or conduct an operation on a Card Account, it is required to obtain / provide the Client with additional documents. The client undertakes to receive / provide additional documents within the time and in the manner established by the legislation of the Republic of Uzbekistan, but no later than the moment of the operation.

**11.9.** The Bank has the right to send any information materials (including notifications) to the Client using the details (including postal address, e-mail address, fax number, mobile phone number, etc.) specified in the Agreement or in other Bank documents, as well as through remote services.

**11.10.** This Agreement is drawn up in Uzbek, Russian, and English, and each version has equal legal force. In the event of linguistic discrepancies/contradictions in the text of the Agreement, the interpretation in Uzbek shall prevail.

**11.11.** In all other cases not provided for in the contract, the current legislation of the Republic of Uzbekistan, including the regulations of the Central Bank of the Republic of Uzbekistan, shall be referred to.

## **12. The term of validity of the agreement, the procedure for its amendment and additions and cancellation.**

**12.1.** The Agreement shall enter into force from the moment of signing the application or the Client joining the Agreement through remote services and:

- Until the Client applies to the Bank to close the Card account and cancel the Card, taking into account the requirements of the contract, except for cases where there is unpaid debt;

- until the expiration of the Card issued in accordance with the Agreement, except for cases of outstanding Debt, and if upon expiration of the Card, there is a balance of the Client's funds on the Card Account - until the Bank fulfills the obligations set forth in clause 6.2.6 of this Agreement or;
- The Bank shall apply until closing the Card account on the basis and procedure established by the legislation of the Republic of Uzbekistan.

In case of re-issuance of the Card, the term of the Agreement is extended each time until the expiry of the validity of the re-issued Card, taking into account the terms of the agreement;

**12.2.** In the event that the client violates the terms of the contract, as well as in the cases provided for by the laws of the Republic of Uzbekistan, the Bank has the right to unilaterally cancel the contract.

**12.3.** The Client has the right to terminate the Agreement at any time by notifying the Bank in writing at least 30 (thirty) calendar days before the intended termination date. In this case, the Card shall be canceled on the termination date specified by the Client. The Client undertakes to repay any outstanding Debt no later than the date of submitting the termination notice. If the Client fails to fulfill the obligations stipulated in this clause of the Agreement, the Agreement shall remain in effect in the relevant part until the Client fully fulfills their obligations under the Agreement. The refusal to use the Card without complying with the termination procedure established in this clause does not result in the termination of the Agreement or the cancellation of the Card.

**12.4.** In case of cancellation of the card, the relevant part of the Agreement shall be valid until the parties fully fulfill their obligations under the terms of the Agreement;

**12.5.** If the Client does not object to the amendments/additions introduced by the Bank to the Tariffs and this Agreement within 10 (ten) days, these amendments/additions shall be considered accepted by the Client. If the Client does not agree with the Tariffs and amendments or additions to this Agreement, the Client has the right to cancel the Agreement before such amendments / additions enter into force in the manner specified in this Agreement;

**12.6.** In case there are reasonable suspicions that the services of the contract were used for the purpose of legalization of proceeds from criminal activities, financing of terrorism, and distribution of weapons of mass destruction, the contract will be canceled in accordance with the procedure established by the bank;

### **13. Dispute resolution**

**13.1.** The parties hereto shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Agreement by conducting good faith negotiations amongst themselves.

**13.2.** If no agreement can be reached, both parties agree to proceed from the civil arbitration committee in the place where the Bank is located.

### **Legal address and details of the bank**

JSC "KDB Bank Uzbekistan"

Address: 3 Bukhara Street, Tashkent 100070

The Republic of Uzbekistan

Bank details: a/n 19907000600000842001

MFO (Inter-Branch Turnover): 00842, TIN (Taxpayer Identification Number): 202167236,

IFUT: 64190, KTUT:16518153

Tel. +99878 120-80-00



Appendix № 1 to the agreement

Application for the provision of banking services

I, \_\_\_\_\_

Surname, Name, Patronymic

**PERSONAL INFORMATION**

CITIZENSHIP: \_\_\_\_\_

GENDER:  MALE  FEMALE

DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH \_\_\_\_\_

REGISTRATION ADDRESS \_\_\_\_\_  
INDEX/COUNTRY/CITY/DISTRICT/STREET/HOUSE/APARTMENT

E-MAIL: \_\_\_\_\_ TELEPHONE: HOME \_\_\_\_\_

PERSONAL IDENTIFICATION NUMBER OF AN INDIVIDUAL \_\_\_\_\_ MOBILE \_\_\_\_\_

TAX ID \_\_\_\_\_

**IDENTITY DOCUMENT**

\_\_\_\_\_

SERIES AND NUMBER \_\_\_\_\_ PLACE OF ISSUE \_\_\_\_\_ DATE OF ISSUE \_\_\_\_\_

**PLACE OF WORK / STUDY:**

Name of employer / educational institution \_\_\_\_\_

Legal address of employer / educational institution \_\_\_\_\_

INDEX/COUNTRY/CITY/DISTRICT/STREET/HOUSE/APARTMENT

POSITION \_\_\_\_\_

- I ask you to open  a deposit account:  a card account and a bank card
- Currency of account:  UZS  VISA GOLD EURO EXCHANGE  UZCARD SALARY PROJECT  
 USD  VISA CLASSIC EXCHANGE  UZCARD INDIVIDUAL  
 GBP  VISA GOLD EURO  HUMO SALARY PROJECT  
 RUB  VISA INFINITE  HUMO INDIVIDUAL  
 EUR  VISA GOLD  HUMO-COBAGE SALARY PROJECT  
 VISA CLASSIC  VISA CLASSIC UZS  HUMO-COBAGE INDIVIDUAL

SMS-notification service: \_\_\_\_\_  
TELEPHONE NUMBER:

PASSWORD FOR TELEPHONE CONVERSATIONS: \_\_\_\_\_

I hereby confirm that the information provided by me in this Application is accurate and up to date. I have read, fully understand, and unconditionally accept the terms of the Public Offer Agreement for the opening and maintenance of an on-demand deposit account / the Public Offer Agreement for the issuance and servicing of bank cards, as well as the Bank's Tariffs published on the official website of the Bank www.kdb.uz as of the date of signing this Application, and I have no claims.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**CONFIRMATION OF ORGANIZATION/EDUCATIONAL INSTITUTION**

We hereby confirm that the Applicant is an employee/student of the above organization

S.P. \_\_\_\_\_  
MANAGER'S SIGNATURE

**BANK MARK**

ACCEPTED	CONFIRMED
EMPLOYEE SIGNATURE AND SEAL	MANAGER'S SIGNATURE

## Appendix № 2 to the agreement

### Rules for Using the Card

1. These Rules are provided to the Client for review and application. When using the Card, the Client must comply with the terms and requirements set forth below.
2. The transfer of the Card to third parties for use or as collateral is prohibited. A Card presented by an unauthorized person is subject to confiscation.
3. The Card must not be exposed to adverse factors, including:
  - Electromagnetic fields (proximity to displays, magnetized objects, or items containing magnets, such as keys or magnetic locks on bags).
  - Mechanical damage (scratches, contamination, overheating, e.g., from direct sunlight) that may impair the magnetic strip and prevent automated transactions.
  - Excessive force when handling the Card is not recommended.
4. The Bank is not responsible for any consequences arising from the Client disclosing:
  - A one-time password sent to their mobile phone or email.
  - The external card number, card expiration date, CVV code, and/or PIN code.
5. When using an ATM, the Client should remember that if the returned Card or dispensed cash is not retrieved within a specified time, a security system will activate, and to ensure the Client's funds are protected, the Card and/or cash may be retracted into the ATM's secure compartment. In such cases, the Client must contact the Bank that owns the ATM, present identification, and request the return of the Card.
6. The Bank has the right to distribute details of a blocked Card across the card service network to prevent unauthorized use.
7. A Card may be retained at a service point if:
  - The Card is blocked.
  - The person presenting the Card is not the Client.
  - The Client forgets the Card at a service point after completing a card transaction.
8. In the event of a Card being retained, the Client must contact the Bank and the relevant local bank either verbally (by phone) or in writing.
9. A retained Card is returned by the local bank or the card service point directly to the Client.
10. The Card displays its expiration month and year. The Card remains valid until the last day of the specified month and year. Expired Cards are automatically deactivated.
11. An additional Card statement is provided on a paid basis in accordance with the applicable Tariffs within 10 (ten) Banking days from the date the Client submits a request to the Bank.
12. If the Client grants a third party the right to manage the Card account, a power of attorney must be issued in accordance with the legislation of the Republic of Uzbekistan. The power of attorney must clearly specify the authorized representative's powers.