

Main Terms and Conditions of Digital Card Transactions Using EvocaTouch Mobile App

1. Definitions and Concepts

The notions set forth in this section of Main Terms and Conditions of Digital Card Transactions Using EvocaTouch Mobile App of EVOCABANK CJSC (hereinafter, Terms and Conditions) retain their meaning regardless of the section in which they appear, and the words used in the singular also imply the plural and vice versa.

Bank Evocabank CJSC,

App - EvocaTouch mobile app,

Customer/Cardholder – an individual cardholder/customer of the Bank,

Agreement – Terms and Conditions of Providing Comprehensive Banking Services, as well as Terms and Conditions of Issuing and Using Payment Cards as accepted by the Customer (Cardholder),

Digital card – a digital payment card of the **Visa** international payment system, which has been selected and ordered by the Customer/Cardholder through the EvocaTouch mobile app.

Mobile terminal – a device (phone, smart watch, etc.) allowing installation of the App and NFC/contactless payments,

NFC/contactless payment – an action carried out for payment for goods and services in stores and service centers by holding the Digital card close to the card reader,

Authentication credentials – Customer's/Cardholder's password, code and other data to log in to the App. The authentication credentials are equivalent to the Customer's/Cardholder's signature,

Privacy policy – Bank's Confidentiality Policy: POL21-0001-17 PUB,

Virtual image Digital card's electronic image.

2. Main Provisions

- 2.1. This document contains the terms and conditions governing the use of the Visa Digital Card in the App. The Customer/Cardholder agrees that by accepting the Bank's Terms and Conditions of Providing Comprehensive Banking Services, and Terms and Conditions of Issuing and Using Payment Cards, they also accept these Terms and Conditions as being integral part of the Agreement on Payment Card Issuance and Service made with the Bank.
- 2.2. Where there are discrepancies between the Terms and Conditions and the Agreement, the Payment services will be governed by the Agreement provisions.
- 2.3. These Terms and Conditions define the procedure of accessing and using Customer/s/Cardholder's Digital card only as far as they concern the relationships between the Bank and the Customer.
- 2.4. The Service Provider and other third-party service providers and websites incorporated in the App can have their own terms and conditions (including those defined by the Service provider), as well as privacy policy (Agreements with third parties), and when the Customer/Cardholder provides them with personal information, uses their services or visits relevant websites, s/he will be obliged to comply with the terms and conditions of such agreements.
- 2.5. The purchase of goods and services by the Customer/Cardholder using the Digital card will be governed by the provisions of using Payment services set forth in these Terms and Conditions and the Agreement.

3. Operation Procedure

- 3.1. The Digital Card Agreement made with the Bank will be considered signed as soon as the Cardholder activates the card.
- 3.2. The Digital Card helps the Customer to perform:
 - 3.2.1. Contactless payments through NFC terminals at trade and service centers,
 - 3.2.2. Payments by entering card details,
 - 3.2.3. Payments by using POS-terminals.
- 3.3. As soon as the card is ordered, the App will generate a Digital card and create its Virtual image.
- 3.4. To make a payment using a Digital card, the Customer/Cardholder will select the relevant Virtual image of the Digital card in the App and hold the Mobile terminal close to the contactless reader devices, confirming the transaction by means of entering the Authentication credentials.

- 3.5. To make a purchase at a merchant integrated into the App, the Customer/Cardholder will select the Virtual image of a relevant Digital card and confirm the payment by entering the Authentication credentials.

4. Viewing Information and Payments

- 4.1. The App enables the Customer/Cardholder to access Digital card information, including the following:
 - 4.1.1. Card status – valid, suspended due to validity term expiration, blocked due to compromised data,
 - 4.1.2. Information on previous payments using the Digital card: date, amount paid, merchant's name. The App has settings to turn off the notifications on purchases made using each Digital card.
- 4.2. The App does not provide information on transactions other than those executed through the App.

5. Customer Rights and Obligations

- 5.1. The Customer shall:
 - 5.1.1. Comply with the terms and conditions of the Service provider,
 - 5.1.2. Prior to registration in the App, make sure that only their data are registered in the App. Only these fingerprints will be taken into consideration in authorizing the Digital card transactions.
- 5.2. If the Customer uses another person's Authentication credentials, they will be considered as belonging to the Customer.
- 5.3. The Customer will be obliged to keep their Authentication credentials inaccessible for unauthorized third parties.
- 5.4. In case of a theft of Digital card details or Authentication credentials, the Customer shall promptly contact the Bank to report the situation.
- 5.5. The Bank will not be responsible for the Customer's possible losses as a result of failure to report and/or properly report to the Bank of lost or stolen Digital card details and/or Authentication credentials.
- 5.6. Purchases and other transactions using the Customer's Digital card details and Authentication credentials will be considered purchases and transactions performed by the Customer/Cardholder.
- 5.7. The Customer will be entitled to reject Payment services at any time by closing the Digital card in the App.

6. Bank's Rights and Obligations

- 6.1. Decline the Digital card in the App in case of breach of these Terms and Conditions and provisions of the Agreement.
- 6.2. Block the Digital card transactions and its use in the App, issue instructions on removal of the Digital card and take all necessary measures if:
 - 6.2.1. The Customer failed to fulfill or improperly fulfilled their obligations under these Terms and Conditions,
 - 6.2.2. There is a suspicions of unauthorized use of the Card(s) or Digital card,
- 6.3. Digital card information support may be provided by the Bank at phone: +374 10 605555.

7. Agreements with Third Parties

- 7.1. These Terms and Conditions will apply as far as they relate to the use of the Digital card by the Customer. The Service provider, Mobile network operator and other third party websites and services integrated in the App, have their own terms and conditions (Agreements with third parties), and the Customer when using the services of the mentioned parties or visiting their website, will be obliged to comply with these terms and conditions in providing them with personal information. The Bank will not be responsible for the security, accuracy, legality, usefulness or other aspects of the content of products and services delivered by the Service provider.
- 7.2. Before creating, activating and using the Digital card in the App, the Customer will be obliged to read and understand the terms and conditions of agreements to be concluded with third parties.
- 7.3. The Bank will not be responsible for nor will it provide support or assistance in relation to hardware and software or other products and services (including the Mobile terminal) of third parties. For questions and concerns relating to products and services of third parties the Customer shall contact

these parties directly. For questions relating to use of the App (except for use of the Digital card) the Customer shall directly contact the App support service.

8. Service Charges

- 8.1. For the use of the Digital card, the Bank will charge a fee according to the Bank's tariffs.
- 8.2. The Customer will take into consideration that agreement and other contracts made with third parties may envisage charges, limitations or restrictions which might affect the use of the Digital card, such as charges for data usage or text messaging charges imposed by Mobile network operator. The Customer will be solely responsible for all such fees and compliance with limitations and restrictions.

9. Dispute Resolution

- 9.1. Any disputes arising out of the subject matter of these Terms and Conditions or relating to any Digital card, will be governed by the arbitration provisions set forth in the Agreement.

10. Privacy and Security

10.1. Personal information:

10.1.1. The Customer is aware and agrees that the Bank has the right to collect, use and process relevant personal, technical and other information in order to:

- 10.1.1.1. Update and upgrade the Bank's services and products,
- 10.1.1.2. Ensure the security of the services delivered,
- 10.1.1.3. Prevent fraudulent actions.

10.1.2. In other cases, the authorization to use such information will be regulated under these Terms and Conditions, the Agreement and the Bank's Confidentiality Policy.

10.2. The loss, theft or unauthorized use of the Customer's Mobile terminal

10.2.1. In cases the Mobile terminal is lost, stolen or its credentials compromised as a result of theft or unauthorized access to the App, the Customer shall file an unauthorized transaction report to the Bank immediately after the discovery of such fact but not later than one day after receiving the Bank's communication confirming the execution of the transaction.

10.2.2. In cases the Authentication credentials have been compromised or in case of doubts arisen in this respect, the Customer shall immediately change personal security information, Authentication credentials and make sure that only allowed fingerprints are registered on the Mobile terminal in order to avoid unauthorized use of the Digital card and other personal information.

10.3. When replacing the Mobile terminal, the Customer shall ensure that all Digital cards and personal data are removed from the old Mobile terminal. To this end, the Customer may contact the Bank at +374 10 605555 and issue an instruction to the Bank to remove the Digital card.

10.4. The Customer shall provide assistance to the Bank in conducting investigation and take measures to prevent fraudulent actions or theft of credentials.

10.5. Certain features or security measures may be used in the Mobile terminal and/or App to prevent unauthorized use of the Digital card.

10.6. These features and procedures are the sole responsibility of the Service provider.

10.7. The Customer will undertake not to disable any of these security features and use all specified functions and security measures to safeguard their Digital card.

10.8. Safeguarding App passwords, Authentication credentials and Digital cards:

10.8.1. The Customer will be responsible for ensuring the confidentiality of personal security data and Authentication credentials. The Customer shall keep these credentials and Mobile terminal secure in the same manner as they keep physical Bank cards and other Customer identification data, passwords and numbers.

10.8.2. The Bank strongly advises the Customer to keep the information related to the Digital card security separately from the rest of the information, not to store the Cards with Mobile terminal, except for the cases of registering the Cards in the App.

10.9. The Customer shall immediately contact the Bank at +374 10 605555 to inform the latter on cases when:

10.9.1. The Customer has not registered the Card in the App but received a text message or an electronic letter on successful registration of the Card in the App,

10.9.2. There are transactions that the Customer does not acknowledge as being in the mobile terminal or account statement.

11. Termination, Cancellation or Modification of Features

- 11.1. In addition to the Bank's right to block, suspend, cancel and close the Customer's cards, the Bank reserves the right to terminate for any reason (if possible, informing on it within a reasonable timeframe) the service and support or participation of any Digital card in the App. The Bank has the right to block, restrict, suspend or terminate the use of the Customer's Digital card if the Customer violates these Terms and Conditions, provisions of the Agreement or Service provider agreement, or of the agreements made with third parties, as well as in cases of suspicions of fraudulent activity or misuse of the Digital card.
- 11.2. The Service provider reserves the right at any time without notifying the Bank to block, restrict, suspend or terminate the use of the Customer's Digital card or change the features of the App. The Customer agrees that in such cases the Bank shall not be liable to the Customer or third parties.
- 11.3. In cases of detection of fraudulent or suspicious activities, the Bank will be entitled to take measures aimed at blocking the Card, including the Digital card, by notifying the Cardholder about it in any possible manner (short texting, e-mail, etc.).
- 11.4. The Customer will be entitled to remove the Digital card from the App:
 - 11.4.1. By implementing the relevant process on the Mobile terminal as prescribed in the App,
 - 11.4.2. Contacting the Bank at phone number +374 10 605555.
- 11.5. In such cases the customer will allow the Bank to process and complete unfinished transactions carried out with the Digital card.

12. Payment Services Interruptions

- 12.1. Access to, use and maintenance of the Digital card depend upon the scope of the services available in the App and the Mobile network operator. The Bank does not provide payment or similar services nor does it control their operations.
- 12.2. The Bank shall not be liable to the Customer for any circumstances that may interrupt, prevent or otherwise affect the operation of any Digital card, such as lack of access to the App or mobile network services, telecommunications, network delays, limitations on wireless coverage, as well as the App or mobile communication failures.
- 12.3. The use of a Digital card implies electronic transmission of personal information through third-party channels. Since the Bank does not operate or control these routing paths, the Bank does not guarantee the confidentiality and security of the data transmission. In addition, the Customer's Mobile terminal's browser is generally pre-configured by the Mobile network operator.
- 12.4. The Bank reserves the right to restrict communication of personal or confidential information to and from the Bank through the Customer's Mobile terminal and the Internet by applying additional security measures or standards at its discretion. The Bank can communicate via text messages or e-mail.

13. Limitation of Responsibility

- 13.1. Pursuant to the Agreement, the Customer agrees that the features of the App and the Digital card may be automatically updated without further notice. The Bank may at any time take a decision to expand, reduce, terminate or change the procedure of registration of the type and scope of functions performed by a Digital card. The right to upgrade the functions and features of the App does not imply changes specified in the Agreement.

14. Other Provisions

- 14.1. These Terms and Conditions constitute an addendum to the Agreement and should be considered together with the latter.

15. Changes to These Terms and Conditions

- 15.1. The Bank will be entitled to revise these Terms and Conditions to reflect the amendments made to the Agreement. The Bank will notify the Customer on these changes by e-mail or other means of communication.

15.2. The Customer will be capable of familiarizing themselves with the modification of these Terms and Conditions through their Mobile terminal. If the Customer does not accept the mentioned changes, s/he will be obliged to remove the Digital card(s) from the App using the "Remove card" button or contacting the Bank at +374 10 605555, in this case the Customer will allow the Bank to process any unfinished Digital card transaction at the time of removal of the Digital card from the App.

16. Communication

16.1. By registering the Card in the App, the Customer will fully accept these Terms and Conditions.

16.2. The Customer will also agree to receive from the Bank notifications and other communication related to the relevant service in the following ways:

16.2.1. Electronic mail,

16.2.2. Short text messages,

16.2.3. Push notifications,

16.2.4. Means of notification provided by the App.

17. Additional Provisions

17.1. The Customer shall contact the Service Provider directly for any questions related to the support of Mobile terminal compatible with the App.

17.2. The Customer shall immediately contact the Service provider for information regarding service limitations as well as minimum software and hardware requirements.

17.3. The Customer shall directly contact the Service provider for information on security and privacy of use of the Mobile terminal, the App and the Internet.