

PUBLIC OFFER AGREEMENT

on the provision of remote banking services to individuals
through the “Amonatmobile” mobile application

This document constitutes a Public Offer Agreement (hereinafter the “Offer”), under which the State Unitary Enterprise Savings Bank of the Republic of Tajikistan “Amonatbank” (hereinafter the “Bank”) offers individuals remote banking services through the “Amonatmobile” mobile application.

1. TERMS AND DEFINITIONS

1.1. Terms used in this Offer:

- **Authorization** – the process of determining the User’s rights to perform financial operations in the application by sending an OTP (one-time password) to provide limited access to the mobile application.

- **Authorized User** – a User of “Amonatmobile” who has not completed the identification procedure and is entitled to use a limited set of services within “Amonatmobile.”

- **Authentication** – the procedure of verifying the User against the Bank’s database to determine compliance with the confirmed parameters provided by the User.

- **Bank** – the central office and branches of the State Unitary Enterprise Savings Bank of the Republic of Tajikistan “Amonatbank.”

- **Bank Card** – plastic bank cards of the national payment system “Korti Millî,” as well as international payment systems “VISA” and “MASTERCARD,” issued by the Bank or other banks of the Republic of Tajikistan.

- **Verification** – the process of establishing the User’s identity when contacting the Bank to perform banking operations or other actions provided for in this Agreement.

- **Trusted Device** – a mobile device on which the “Amonatmobile” application is installed and on which the User has created a secret code.

- **Remote Banking Services (RBS)** – a set of banking services provided based on electronic instructions of the User via telecommunication systems.

- **User** – an individual who has completed or not completed identification and has obtained the right to partially or fully use the services of “Amonatmobile.”

- **Identification** – the confirmation of the User’s personal data based on the documents provided, as well as additional verified information, for the purpose of accurately verifying the User’s identity.

• **Payment History** – an electronic record of all financial transactions performed by the User in “Amonatmobile.”

• **Electronic Receipt** – information on the receipt and/or transfer of electronic funds through the “Amonatmobile” application.

• **Login** – the User’s mobile phone number, used as an identifier to access the “Amonatmobile” application.

• **Password** – a confidential sequence of characters set by the User and used as an identifier to access the system.

• **Amonatmobile** – a specialized mobile application for performing remote online banking operations and accessing account information. The User may use the application by downloading it from an official source corresponding to their mobile device.

• **Business Day / Operational Day** – the period of time during which operations are accepted, processed, and funds are transferred.

• **Registration** – actions performed by the User to connect to “Amonatmobile” and provide identification data allowing the User’s acceptance of the Public Offer to be established or confirmed. The procedure for registration is determined by the Bank.

• **Secret Code / PIN** – a confidential code known only to the User (numeric – 4 to 8 characters, alphanumeric, or symbolic), independently created by the User in the “Amonatmobile” application after successful confirmation.

• **Account** – the User’s bank account (demand deposit account, card account, term deposit account, credit account, e-wallet account, and other accounts) opened in the Bank in national and/or foreign currency, through which the User performs financial operations via the “Amonatmobile” application.

• **Bank Fees / Tariffs** – amounts of commission charged for services provided.

• **Third Parties** – any persons other than the Bank and the User.

• **Services** – remote banking services that allow the User to perform financial operations available at the Bank.

• **Electronic Payment** – the execution of non-cash payments by the User’s instruction.

• **Email** – a communication tool used to restore access and send notifications.

• **Face ID / Touch ID** – User identification features using facial or fingerprint recognition.

• **OTP (One-Time Password)** – a one-time code for system access.

• **Push Notification** – an electronic notification sent to a mobile device.

• **QR Code** – a graphic code used to perform money transfers.

2. GENERAL PROVISIONS

2.1. Remote Banking Services are provided to the User in accordance with the requirements of the current legislation of the Republic of Tajikistan, the regulatory acts of the National Bank of Tajikistan, as well as the internal rules of the Bank.

2.2. This Agreement defines the main terms and rules for the provision of remote banking services offered by the Bank to the User.

2.3. The Agreement between the Bank and the User is concluded by the User joining the Agreement in full in accordance with the requirements of the Civil Code of the Republic of Tajikistan.

2.4. All operations performed by the User using the “Amonatmobile” mobile application are considered duly executed, including cases where the trusted device and/or the User’s mobile phone are used by third parties, with or without the User’s knowledge.

2.5. The Parties agree that the Bank has the right to unilaterally make changes to this Agreement. All changes made by the Bank to the Agreement are binding on the Parties from the date they are published on the Bank’s official website.

2.6. The amounts of commission fees for operations performed by the User are established in accordance with the current Bank tariffs. The tariffs are published in the “Tariffs and Documents” section on the Bank’s official website.

2.7. The User independently and at their own expense ensures the resolution of technical issues and access to the Internet necessary to connect to and use the “Amonatmobile” mobile application.

2.8. The Bank is not responsible for any damage, loss, or other negative consequences arising from the User’s violation of the terms of this Agreement.

2.9. The User is informed that the System may be subject to unauthorized access risks if the User does not comply with the information security conditions and rules.

2.10. The User consents to the Bank’s full or partial provision of information constituting banking secrecy to third parties—Bank partners with whom confidentiality and non-disclosure agreements have been concluded, namely:

- 2.10.1. persons providing services and/or performing work on the development and/or modification of the Bank’s software, installation of programs, technical support, as well as persons providing consulting services to the Bank;
- 2.10.2. persons involved in the collection and accounting of bonus points, ensuring payments and/or rewards to the User within promotions and other incentive programs conducted by the Bank.

2.11. The User joins this Agreement by successfully completing the authorization procedure in the “Amonatmobile” mobile application.

2.12. This Public Offer is equated to an agreement concluded in writing and has the same legal force. The Public Agreement is executed in the form of a Public Offer/Agreement and does not require a seal and/or signatures of the Parties when used through the mobile application, while retaining full legal force.

3. PURPOSE OF THE AGREEMENT

3.1. In accordance with this Agreement, the Bank provides the User with the ability to use banking services.

3.2. By accepting the terms of this Public Offer, the User agrees to the Bank charging fees for the services provided in accordance with the Bank’s current tariffs.

4. USER REGISTRATION AND ACCEPTANCE OF THE PUBLIC OFFER

4.1. Access to the mobile application is provided by installing and downloading it on devices running Android, iOS, or other platforms.

4.2. To complete registration, the User must:

- install the mobile application;
- enter their mobile phone number;
- enter the confirmation code received via SMS;
- express consent to the terms of this Public Offer;
- create a password and Touch ID / Face ID / secret code.

4.3. By expressing consent, the User confirms that they:

- have read all terms of this Agreement and accept them;
- understand and accept the current tariffs;

- possess rights and bear contractual obligations;
- act in accordance with the requirements and rules for using the mobile application;
- provide accurate and up-to-date information;
- have familiarized themselves with security recommendations;
- provide their mobile phone number to the operator for service purposes;
- agree that the Bank may use this Public Offer as evidence.

4.4. The User's login and password are set after successfully completing the registration procedure in the "Amonatmobile" mobile application.

4.5. A User who has completed the registration procedure is considered an authorized User.

4.6. An authorized User receives limited rights to use a restricted list of services in the "Amonatmobile" mobile application.

4.7. To gain access to all services of "Amonatmobile," the User must complete the identification procedure.

5. IDENTIFICATION, AUTHENTICATION, AND CONFIRMATION PROCEDURE

5.1. The identification procedure is available for residents of the Republic of Tajikistan.

5.2. The identification process includes entering the data of an identity document as well as providing biometric data.

5.3. Authentication is carried out using OTP, Touch ID / Face ID, and the secret code.

5.4. Confirmation of operations is performed using the secret code or Touch ID / Face ID.

5.5. The User is considered confirmed after successfully validating with the secret code and/or another verified code.

6. TERMS AND CONDITIONS FOR PROVIDING SERVICES

6.1. The Bank shall provide services subject to the following conditions:

- successful completion of registration;
- completion of banking and/or remote identification;
- availability of sufficient account balance;
- compliance with established norms and limits;
- payment of fees and commissions;
- absence of restrictions;
- availability of the Bank's technical capabilities and fulfillment of other established conditions.

6.2. For non-identified Users, services shall be provided in a limited scope.

6.3. Transfers of funds shall be carried out to cards of the national payment system, as well as to other banks in the Republic of Tajikistan.

6.4. Daily, monthly, and operational limits shall be established.

6.5. In case of suspicion, including illegal transactions, provision of false information, suspicious operations, money laundering, or financing of terrorism, the Bank may require the User to undergo additional verification.

6.6. In cases of non-compliance with the established requirements, detection of suspicious operations, or violation of legal requirements, the Bank shall have the right to unilaterally restrict or refuse the provision of services.

6.7. The Bank may refuse to execute the User's instructions in case of insufficient account balance or exceeding established limits.

6.8. The Bank shall not be liable for fees charged by other banks.

6.9. The User has the right to refuse the service until the relevant parameters are confirmed.

6.10. The User agrees and accepts that additional fees may be charged for transfers to cards of other banks.

6.11. The Bank shall determine the buying and selling rates for foreign currency, which may change during the operational day.

8. RIGHTS AND OBLIGATIONS OF THE PARTIES

8.1. The Bank undertakes to:

8.1.1. Provide services in accordance with this Agreement and the current legislation of the Republic of Tajikistan.

8.1.2. Ensure the placement of the text of the Public Offer on the Bank's website.

8.1.3. Maintain the confidentiality of banking secrets regarding the User's operations and information, except as required by law.

8.1.4. Provide information about operations and User data to third parties only as permitted by law.

8.1.5. Take necessary organizational, technical, and information security measures to prevent unauthorized access to the User's accounts and operations via the "AmonatMobile" application, except where a breach occurs due to the User's fault.

8.2. The User undertakes to:

8.2.1. Not perform operations related to money laundering, drop-shipping, financing of terrorism, dissemination of weapons of mass destruction, or other actions creating reputational or legal risks for the Bank.

8.2.2. Not conduct operations related to entrepreneurial activity under this Agreement.

8.2.3. Review the terms of the Agreement and the Bank's tariffs before joining.

8.2.4. Familiarize with the Bank's service restrictions before use.

8.2.6. Pay the Bank's fees for services (if applicable) in accordance with the Bank's tariffs.

8.2.7. Ensure the information security of the device used to access the mobile application.

8.2.8. Maintain the confidentiality of login credentials, passwords, and prevent third-party access to confirmation codes, communication channels, or other Bank-provided information.

8.2.9. Provide accurate information when submitting payment instructions.

8.2.10. Immediately notify the Bank in case of loss of the mobile device or phone number, or unauthorized access to accounts or funds; the Bank shall not be liable for resulting damages.

8.2.11. Provide documents and information upon request to comply with applicable laws and this Agreement.

8.2.12. Update personal information (address, full name, identity documents, etc.) via the "AmonatMobile" application without delay.

8.2.13. Regularly check information about changes in banking services via the Bank’s website, official social media pages, and push notifications.

8.2.14. Grant the Bank the right to debit funds from accounts to compensate for damages caused by non-compliance with this Agreement and for execution of the User’s instructions.

8.2.15. Carefully verify information when using the application, select actions in line with objectives, and ensure accuracy of entered data.

8.2.16. Not provide third parties with one-time SMS codes or activation codes for operations with cards linked to the mobile application or for connecting cards to other apps.

8.3. Rights of the Bank

8.3.1. To refuse to provide services to the User under the law and/or this Agreement, or if false information was provided or verification requirements (Clause 6.5) were violated.

8.3.2. To unilaterally suspend services within 10 banking days if the Public Offer is terminated, after publication of notice on the website or via push notification.

8.3.3. To process any information relating to the User.

8.3.4. To temporarily suspend the “AmonatMobile” application due to technical or other circumstances without prior notice.

8.3.5. To apply temporary restrictions on services and application use if there are reasonable grounds to suspect unauthorized access.

8.3.6. To implement unilateral tariff reductions for User benefit within 1 banking day without prior notice.

8.3.7. To correct erroneously credited amounts and return them to their original source without User consent.

8.3.8. To request documents, suspend operations, refuse service, or execute operations to comply with anti-money laundering, counter-terrorism financing, and WMD proliferation laws.

8.4. Rights of the User

8.4.1. To review the Agreement-Offer at the Bank’s main office, website, official social media pages, or information systems.

8.4.2. To use the “AmonatMobile” application and conduct operations 24/7.

8.4.3. To request documentary confirmation of completed transactions.

8.4.4. To use additional Bank services provided under this Agreement.

8.4.5. To submit complaints about service quality within 30 days.

8.4.6. To receive consultations at the Contact Center or Bank branches.

8.4.7. To unilaterally terminate the use of services.

9. LIABILITY OF THE PARTIES AND DISPUTE RESOLUTION

9.1. The Parties shall be liable for failure to perform or improper performance of their obligations in accordance with the law.

9.2. The User is responsible for the legality and intended purpose of their transactions.

9.3. The Bank shall not be liable for the accuracy of deposits to or withdrawals from the User's account.

9.4. The User is fully responsible for all transactions made using their login, password, SMS codes, or other credentials.

9.5. The User bears full responsibility for personal data security when using insecure devices or devices exposed to malware.

9.6. The Bank shall not be liable for improper performance of this Agreement arising from the above circumstances.

9.7. Disputes shall be resolved through negotiations; if unresolved, disputes shall be settled in accordance with the law of the Republic of Tajikistan in court.

10. PROCESSING OF PERSONAL DATA

10.1. The User voluntarily consents to the continuous processing of their personal data by the Bank for commercial purposes, compliance with this Agreement, and other lawful purposes. The User also agrees to the transfer of personal data to third parties to fulfill the terms of this Agreement.

11. CONFIDENTIALITY AND SECURITY MEASURES

11.1. The Parties shall take all necessary organizational, technical, and software measures to ensure confidentiality, data integrity, and information security in accordance with law and internal Bank regulations.

11.2. The Bank shall protect the "AmonatMobile" application using information security mechanisms, including threat monitoring, prevention of unauthorized access, and restriction enforcement.

11.3. The Bank shall not be liable for situations caused by the User's failure to follow security requirements, unauthorized device use, installation of malware, or disclosure of confidential information.

11.4. The User shall take all necessary precautions to protect personal data, authentication data, funds, and operations from third-party access.

11.5. To prevent unauthorized access, the User shall activate screen protection on the mobile device (password or biometric methods such as Touch ID or Face ID). Passwords must be sufficiently complex to prevent unauthorized access.

12. MISCELLANEOUS PROVISIONS

12.1. The Bank may release updates to the mobile application, which the User may install in the manner established by the Bank. The User agrees that the terms and conditions of this Agreement-Offer shall apply to such updates.