

PROCEDURE
for servicing the UZCARD EMV soum corporate plastic cards

I. SUPPLEMENTARY TERMS AND DEFINITIONS:

1.1. The following terms and definitions are used in this Procedure:

Card – a UZCARD EMV soum corporate plastic card issued by the Bank and providing the Cardholder with the opportunity to carry out multiple operations on the Card Account. Current information about the state of the card is reflected in the URPC;

Cardholder – a person authorized by the Client in whose name the Card is issued, who uses the Card on the basis of the Contract. If the card is issued to an individual entrepreneur, then the Cardholder can only be the individual entrepreneur in whose name the card is issued;

Card account – the Client's bank account, the fund management of which can be carried out through the Card;

Procedure – the present procedure for servicing UZCARD EMV plastic card holders by a trade and service enterprises. This Procedure is posted on the Bank's Website;

URPC - Unified all-republican processing center, providing the primary issue of bank cards, authorization, processing and clearing of transactions, information interaction between banks within the framework of the UZCARD interbank payment system and the transfer to them of information on completed interbank transactions on bank cards for their confirmation;

IPS "UZCARD" (Interbank Payment System) is a geographically distributed payment system based on a set of legal norms, regulations, software and hardware solutions and the corresponding organizational and technical infrastructure, designed for making non-cash payments in electronic form and uniting banks into a single system, issuing cards, banks serving sellers of goods (works, services), settlement bank and URPC;

Authorization is the procedure for obtaining permission from the card issuer to carry out transactions on the Card via telephone, electronic or other communication in accordance with the UZCARD IPS technology;

Settlement bank - a bank that performs the functions of a settlement authority, ensuring mutual settlements in the UZCARD interregional payment system;

Issuer - a bank that issues cards, has ownership rights to the cards it issues and bears, on its own behalf, an obligation to the Cardholder and the Acquirer to exercise their rights to make payments using Cards;

Acquirer – a bank that carries out settlements with merchants for Transactions;

TSP (trade and service enterprise) is an economic entity (a legal entity or an individual engaged in business activities without forming a legal entity) that sells goods (work, services) using Cards on the basis of an agreement with the Acquirer;

POS terminal – an electronic device for accepting payments using Cards for goods (works, services) of merchants and generating receipts for completed transactions in real time with the URPC;

Self-service terminal – an electronic device for accepting payments using Cards for services, equipped with a function for accepting cash to pay for services (info kiosk) and an optional function for receiving cash in self-service mode (ATM)

E-POS terminal is a virtual terminal designed for accepting Card payments for goods (works, services) of merchants and for generating electronic receipts for completed Transactions in real time with the URPC

Slip (Electronic Receipt) – a receipt from a POS terminal, self-service terminal, E-POS terminal confirming the completion of a Card Transaction and containing information about the Transaction amount, Transaction type, Transaction date, as well as information allowing to identify the Card and the terminal that generated this slip (electronic check);

Transaction – a payment made using the Card to pay for goods (work, services). Confirmation of the Transaction is carried out by the Cardholder using a PIN code, dynamic password, bank card number and other security attributes of Internet payments (when carrying out transactions via the Internet or USSD);

The Client's authorized representative is the Client's manager, the Client's chief accountant or the Cardholder;

Reversal – cancellation of a transaction at the POS terminal/Card self-service terminal in the event of a communication error (communication failure). When performing the original Transaction, information about the error in carrying out this transaction will be indicated on the slip;

Refund of payment – a return of funds due to the Client's refusal of goods (works, services) purchased using the Card, approved by the merchant and carried out by the merchant in the form established by the Bank for crediting to the Client's account. Refunds cannot be made in cash;

Stop list – a list of Cards for which transactions are prohibited by the Bank after an official request from the Client due to loss (theft, etc.) of the Card. The Client submits an application for placing the Card on the Stop List in accordance with the rules established by the Bank;

Bank instructions are documents describing the procedures and rules for using the card and other equipment, in accordance with which the Bank provides Card servicing services to the Client. Compliance with the Bank's instructions is mandatory for the Parties. The Bank's instructions are posted on the Bank's Website.

PIN code is a personal identification number of the Card, which certifies the right to dispose of funds accounted for in the Card Account, as well as restricting the access of Third Parties to information stored on the Card. The PIN is confidential information and must be kept confidential. The Client is responsible for the safety of the PIN code.

1.2. Other terms and definitions used in this Procedure have the same meaning as in the Agreement.

II. GENERAL PROVISIONS

2.1. This Procedure, Agreement, Tariffs of the Bank, as well as the Application duly filled out and signed by the Client, collectively constitute a Contract concluded between the Client and the Bank for the servicing of the UZCARD EMV UZS corporate plastic card (hereinafter referred to as the "Contract").

2.2 To receive the Card, the Client must have a main sum demand deposit account with the Bank.

2.3. The Bank, within 3 (three) banking days from the date of submission of the Application to the Bank, opens a Card Account for the Client, produces a Card and transfers it to the Client's authorized representative.

2.4. The relationship between the Client and the Cardholder is governed by the Client's internal regulations and rules.

2.5. The card is valid until the end of the month of the corresponding year indicated on it. The card must be returned to the Bank upon expiration, as well as upon replacement or at the request of the Bank. The Client uses the Card for non-cash payments for goods/work/services on the territory of the Republic of Uzbekistan, in accordance with the Current legislation.

2.6. Closing of the Card is carried out on the basis of a written application from the Client.

2.7. The Bank replaces the lost (stolen, etc.) card within 3 (three) banking days from the date the Client submits an application for the loss (theft, etc.) of the card.

2.8. All payments under the Contract are made in the national currency of the Republic of Uzbekistan (sum).

2.9. The Application submitted by the Client confirms that the Client has read and fully agrees with the Instructions.

III. SIZE AND PROCEDURE OF PAYMENT FOR SERVICES

3.1. The Bank charges commissions from the Client when funds are credited to the Card Account in accordance with the current Tariffs, which are an integral part of this Procedure.

3.2. Interest is not accrued on the balances of funds on the Client's Card Account.

IV. OBLIGATIONS OF THE PARTIES

4.1. The bank is obliged:

4.1.1. debit the Client's Card Account for the amounts of all Transactions made using the Card that reduce the balance of funds on the Card Account;

4.1.2. Credit the Client's card account with funds received by bank transfer from the Client's main account;

4.1.3. provide, based on the Client's application, an extract from the Card Account in accordance with the current Tariffs;

4.1.4. Stop providing services on the Card and block it after the Client submits a statement about the loss (theft, etc.) of the Card and place it on the Stop List;

4.1.5. provide the Cardholder/client with advice on the use of the Card and payment technology provided for by the Bank's Instructions and Tariffs;

4.1.6. in case of changes in the Instructions, notify the Client at least 5 (five) banking days before the introduction of these changes in the media, as well as in any other way chosen at the discretion of the Bank;

4.1.7. Upon termination of the Agreement, return to the Client's main account the balance of funds on the Card Account after all mutual settlements for Transactions completed previously on the Card.

4.2. The client is obliged:

4.2.1. Independently fulfill and ensure compliance by the Cardholder with the terms of the Contract and the Bank's Instructions;

4.2.2. familiarize the Cardholder with the terms of the Agreement and the Bank's Instructions;

4.2.3. use the Card within the limits of the balance of funds on the Card Account and during the validity period of the Card;

4.2.4. Keep the PIN code secret to the same extent as any other information that is a financial and commercial secret of the Client, except as required by law;

4.2.5. pay commission in accordance with the current Tariffs;

4.2.6. Pay expenses associated with violation of the Contract by the Client and the Cardholder, as well as compensate for losses and/or damage to the Bank caused by non-compliance with the terms of the Agreement and the Bank's Instructions;

4.2.7. Immediately notify the Bank of the loss (theft, etc.) of the card by phone (+998 71) 200 – 15 – 15. After oral notification, within one business day, provide the Bank with a statement of loss (theft, etc.) cards;

4.2.8. In case of termination of the Contract, return the card to the Bank in working condition and close the Card Account. If it is impossible to return the Card due to its loss (theft, etc.), pay a fee in accordance with the current Tariffs of the Bank;

4.2.9. Inform the Bank about changes in your details within 5 (five) banking days from the date of occurrence of these changes;

4.2.10. Return the Card in case of closure of the Bank and termination of its activities, as well as at the first request of the Bank.

4.2.11. Regularly (at least once a week), independently or through authorized persons, log into the Site to check the availability of information about changes and/or additions made to the Agreement and/or Tariffs.

4.3. The parties are obliged to maintain confidentiality and not disseminate information without the written consent of the other party, except in cases provided for by the legislation of the Republic of Uzbekistan.

4.4. The parties may have other obligations provided for by the legislation of the Republic of Uzbekistan and the Agreement.

V. RIGHTS OF THE PARTIES

5.1. The Bank has the right:

5.1.1. Unilaterally change the Instructions;

5.1.2. If necessary, demand the presentation of the Card, as well as confiscate the Card from the Client, having previously notified her at least 3 (three) days before the expected date of withdrawal;

5.1.3. Temporarily block the Card if:

- the Client's main account is located in Card Index No. 2. Write-off of funds from the Client's Card Account in case of insufficient funds in the main sum demand deposit account in order to repay the debt on Card File No. 2 is carried out in the manner prescribed by the legislation of the Republic of Uzbekistan;

- the Client's order for this was given in the form established by the Bank;

- the Client or Cardholder violates the terms of the Contract and the Bank's Instructions;

- the main demand account was blocked in the manner prescribed by the legislation of the Republic of Uzbekistan;

- an order has been given for this by the competent authorities in accordance with the current legislation of the Republic of Uzbekistan;

5.1.4. Demand from the Client to pay the Bank the outstanding amounts and expenses associated with the violation by the Client or the Cardholder of the terms of the Agreement and the Bank's Instructions.

5.1.5. without the Client's consent, freeze and/or suspend transactions with funds or other property (except for transactions for depositing funds) in cases where:

5.1.5.1. in accordance with current legislation, persons are included in the list of persons participating or suspected of participating in terrorist activities or the proliferation of weapons of mass destruction (hereinafter referred to as the "list of persons")

5.1.5.2. one of its participants acts on behalf of or on behalf of a person included in the list of persons;

5.1.5.3. the funds or other property used to carry out the operation belong in whole or in part to the person included in the list of persons;

5.1.5.4. a legal entity that is a participant in the transaction is owned or controlled by an individual or legal entity included in the list of persons.

5.2. The client has the right:

5.2.1. to replenish the balance on the Card Account by non-cash transfer of funds from your main account;

5.2.2. Authorize the Card in case of its temporary blocking in accordance with clause 4.1.3 of this Procedure, as well as a result of other actions provided for by the Bank's Instructions;

5.2.3. upon receipt of the Card, independently activate the Card by assigning a PIN code;

5.2.4. to receive a statement about completed Card Transactions and the status of the Card Account;

5.2.5. change the PIN code using POS terminals or self-service terminals;

5.2.6. Demand termination of the Agreement in case of disagreement with the Bank's proposal to make changes and/or additions to the Tariffs.

5.3. The parties may have other rights provided for by the legislation of the Republic of Uzbekistan and the Agreement.

VI. RESPONSIBILITY OF THE PARTIES

6.1. The parties are responsible for failure to fulfill or improper fulfillment of their obligations under the Contract in accordance with the current legislation of the Republic of Uzbekistan, the Agreement and this Procedure.

6.2. The Bank is not responsible for any financial losses if the Card is used by a Third Party until the Client submits a statement about the loss (theft, etc.) of the Card.

6.3. Failure to fulfill the obligations stipulated by the Agreement gives rise to its termination, and the moment of termination is negotiated between the Parties separately.

6.4. The Client is responsible for the legality of transactions performed on the Card in accordance with the legislation of the Republic of Uzbekistan.

VII. FINAL TERMS

7.1. The Contract comes into force from the moment the Client submits the Application and is of an unlimited duration until one of the Parties expresses a desire to terminate it.

7.2. The Contract may be terminated or terminated at the initiative of one of the Parties, subject to written notification to the other Party 10 (ten) days before the intended termination, provided that:

- The card was returned to the Bank in working condition;
- The Client has fulfilled all obligations and has no debt to the Bank under the Agreement;
- The Client provided the Bank with a payment order to return funds from the card account to the main sum deposit account on demand;
- in other cases provided for by the Contract.

7.3. Upon termination of the Agreement, commissions paid to the Bank in accordance with the Tariffs are not refundable to the Client.

7.4. Disputes related to the Contract are resolved by the parties through negotiations between themselves. If it is impossible to resolve disputes through negotiations, disputes are resolved in the manner specified in the Agreement.

7.5. Relations between the Bank and the Client not provided for by this Procedure are governed by the current legislation of the Republic of Uzbekistan and the Agreement.

Annex No. 1
to the Procedure for servicing the
UZCARD EMV soum corporate plastic card

Approved by
Manager of _____
JSCB "Kapitalbank"

STATEMENT
for the issuance of a UZCARD EMV soum corporate plastic card

Client: _____
Please indicate the name of the legal entity/individual entrepreneur

Represented by: _____
Position and full name head

Please open a UZCARD EMV corporate plastic card ☐ main card ☐ additional card

CLIENT DETAILS:

Legal address: _____
Please indicate your legal address

Mailing address: _____
Please enter your postal address

Contact numbers: _____ E-mail: _____

Client status: ☐ - resident, ☐ - non-resident

BANK DETAILS:

Bank account: _____ Bank code: _____

TIN: _____ Economic activity code: _____

Name of the bank: _____

Chief Accountant: _____
FULL NAME. chief accountant (if available)

RESPONSIBLE EMPLOYEE FOR CARRYING OUT OPERATIONS WITH THE CARD:

Full name: _____

Job title: _____

Passport details:

Series: _____ Number: _____ Issued by: _____

Date of issue: _____

Control word:

Specify a security word by which bank employees will be able to identify you during telephone conversations regarding servicing your card: _____

CONTROL INFORMATION

We confirm the accuracy of the information contained in this Application.

- has the right to verify the information contained in this Application
- may use the information contained in this Application to send advertising and information materials of the Bank
- Reserves the right to refuse to issue a Card without giving a reason.

We are familiar with the Tariffs and Instructions of JSCB "Kapitalbank" and undertake to comply with them.

Manager's signature: _____

(seal)

Date: _____

SERVICE MARKS OF THE BANK

Official action/decision/marks	FULL NAME. employee	Signature
Accepted the application		_____
Agreed		_____