



## TERMS OF USE FOR MOBILE BANKING

**These Terms should be carefully read and accepted by individuals for use of the Mobile.**

### **1. The terms used in Terms of Use for the Mobile Banking (hereinafter "the Terms") have the following meanings:**

**Bank** - "Bank ABB" Open Joint Stock Company;

**Digital banking** - remote offer of the Bank's services and products to customers via digital technologies and devices. By Digital Banking this document means Mobile Banking application and Internet Banking.

**Mobile banking** - the type of service for the management of bank accounts via a mobile phone, software, or mobile application that allows the Client to perform certain operations without coming to the Bank (remotely). The Mobile banking can only be used on mobile devices (by subscribers/customers of all mobile carriers);

**Internet Banking** - the type of service for the management of bank accounts via a web/internet and portable computers software, that allows the Client to perform certain operations without coming to the Bank (remotely). The Internet banking can only be used on portable computer devices;

**User** - the Bank's client, who is registered in Mobile or Internet Banking and accepted the Terms;

**Password** - A password known only to the client and providing access to the software or mobile application. Documents, confirmed by a password, have the same legal force as documents on paper, confirmed by a personal signature of the user. In case of contradictions, information on paper has the precedence;

**SIM card** - (Subscriber Identification Module) - the client identification module used in the mobile communication network;

**Accounts** - Bank accounts opened for individuals. Accounts mean current accounts;

**Current account** - Accounts opened for individuals in order to receive incoming funds to their account, transfer and withdraw funds, as well as for execution of orders on other operations on the account;

**Payment card** - a means of payment used for making non-cash payments and withdrawing cash;

**Tariffs** - a fee, determined unilaterally by the Bank and paid by the User in exchange for services rendered;

**Identity document** - the documents mentioned in the part "Note" of item 3 of the "Rules for Opening, Maintaining and Closing Accounts in Banks" of the Central Bank of the Republic of Azerbaijan.

## 2. Carrying out transactions through the Mobile Banking:

### Payment cards

- Card's account statement
- Information on the balance of the card
- Transfer of money from card to card
- Transfer of money from the card to the current account
- Sign-up/cancellation of the SMS notification service
- Blocking a card
- Temporarily block/unblock a card
- Online payments

### Current accounts

- Balance Information
- Account statement

### Deposits

- Information on deposits

### Loans

- Information on loans

### Other services

- Exchange rates
- Service network (branch, department, ATM)

## 3. Responsibilities and obligations of the User:

- a. Taking all possible measures to prevent theft or loss of ownership of a mobile phone, SIM card and mobile device by any other means and excluding the possibility of illegal use by third parties;
- b. In case of lost, stolen or forgotten user access data (password), the User contact to his/her branch of the Bank with his/her ID. After the application, the data is checked, the old data is deleted and replaced with a new one;
- c. In case if the User has lost the user access data (password) and the code word and they cannot be updated by the user, he/she immediately applies to his/her branch of the Bank with his / her ID. After the application, the data is checked and updated by sending a request for data;
- d. The user is responsible for the Internet connection, the proper functioning of the Digital Banking application and mobile/computer device;
- e. The User is responsible for problems caused by incorrect installation of the software by the user;
- f. The Bank does not bear any responsibility for adverse events that may occur during the data transmission executed by the User and does not participate in disputes between the User and his Internet provider;
- g. The User bears full responsibility for arrangement of the electronic transactions carried out via the Digital Banking system in accordance with the existing legislation, for their confirmation by entering access data, as well as the reliability and completeness of information entered into the Digital Banking System, all associated risks, and user's losses;
- h. The Bank shall not be liable for damages incurred by the User because of loss of the mobile phone, SIM card and/or mobile device, including due to theft or misuse by third parties;
- i. The User acknowledges the right of the Bank to refuse to connect any account/accounts or type/types of accounts of the User to the Digital Banking service, as well as to refuse to allow the User to carry out any type of transaction through Digital Banking;
- j. The User acknowledges the Bank's right to amend the Terms and Digital Banking unilaterally. The day when the Modified Terms are placed in Digital Banking is considered the day of their acknowledgement by the User.

#### **4. The procedure for the submission and consideration of requests and protests:**

The user can apply to the information center of the Bank with an appropriate request or protest relating to misunderstandings arising during the registration or after it.

#### **5. Legal force of electronic documents:**

a. These Terms, including the Terms unilaterally modified by the Bank, have the same legal effect as documents certified by the User's personal signature on paper;

b. When confirmed in accordance with the procedure established by law (Electronic Signature Law), the documents have the same legal effect as documents certified by the User's personal signature on paper. In case of contradictions, information on paper has the precedence;

c. Electronic requests and orders, entering into the Bank on transactions, carried out by the User through Digital Banking are the basis for the Bank to carry out operations on the Accounts of the User;

d. These Terms, including the Terms unilaterally modified by the Bank, and documents confirmed via the Digital Banking are evidences during the resolution of disputes.

