

PUBLIC OFFER
ON THE PROVISION OF SERVICES FOR MAKING PAYMENTS USING BANK CARDS

Current public offer for the provision of services for making payments using bank cards (hereinafter referred to as the "Offer") contains the terms and conditions to conclude an Agreement for the provision of services for making payments using bank cards (hereinafter referred to as the "Agreement for the provision of services" and/or "Agreement").

The performance of the actions specified in this Offer is a confirmation of the consent of an individual/legal entity to conclude a Service Agreement on the terms, in the manner and to the extent outlined in this Offer.

The text of the Offer set out below is an official CJSC "Spitamen Bank" public offer addressed to individuals/legal entities to conclude a Service Agreement in accordance with Part 2 of Article 469 of the Civil Code of the Republic of Tajikistan. The Service Agreement is considered concluded and comes into force from the moment the individual/legal entity performs the actions providing in this Offer and signifying the unconditional acceptance by the individual/legal entity all the terms of this Offer without any exceptions or restrictions on the terms of accession. The current version of the Offer is posted on the Bank's website on the Internet at:

<https://pay.spitamen.com/public-offer.pdf>.

1. TERMS AND DEFINITIONS

Unless otherwise expressly stated in the text of this document, terms and definitions (written with a capital letter) shall have the following meanings, with words denoting the singular including the plural and vice versa:

Authorization - the procedure of requesting and subsequently receiving permission from the Bank through the IPS/NPS to conduct a Payment transaction using the Card. The specified permission contains a code (Authorization code) identifying each specific transaction.

Holder - an individual or legal entity (including an authorized representative of a legal entity) in whose name the Card is issued and who has the necessary legal capacity and authority in accordance with the current legislation of the Republic of Tajikistan to make a Payment, who has performed implicative actions aimed at concluding the Agreement by accepting the terms of the following Offer for the purpose to make a Payment.

Agreement - the text of this Offer, as well as the Tariffs, which are an integral part thereof.

Card - a bank card of the IPS/NPS, issued by the emitter in the name of the Holder and accepted by the Bank to make a payment under the following Offer.

Confirmation Code - a one-time digital code sent automatically as an SMS message to the mobile phone number specified by the Holder when making an Order in the Payment Page interface. For all subsequent Orders, the Confirmation Code is sent to the mobile phone number specified by the Holder when making the first Order in the Payment Page interface.

Bank Commission - a commission fee specified in the Tariffs and charged by the Bank for the Services provided in accordance with the Agreement.

Personal Account - a subsystem (software) of the Bank designed to provide the Holder with the ability to save the Details of one or more Cards in order to simplify the process of making future Orders. The Holder will be able to create his Personal Account after a successful Payment by indicating the mobile phone number to which the Confirmation Code is sent and creating his password. Login to Personal Account is only possible if a person correctly enters the mobile phone number to which the Confirmation Code and password are sent.

Bank - Closed Joint-Stock Company "Spitamen Bank", TIN 020026745, UIN 0210002650, located at the address: Dushanbe city, Shamsi str.-4, holder of a license for banking operations in national and foreign currencies No. 0000001 dated January.03,.2014.

National Payment System (NPS) - national payment system "Korti Milli".

International Payment System (IPS) - international payment systems VISA, UnionPay

Payment Page - a specialized page in electronic form, posted by the Bank on the Internet on the Bank's Website, protected by special security tools, that allows Holders to set and send Orders to the Bank.

Payment - an operation carried out by the Bank on the basis of the Holder's order to transfer the Holder's funds using the Card: (1) to the bank account of the Payment Recipient; or (2) for the purpose to increase the balance of electronic money on the virtual account of the Electronic Wallet of the Payment Recipient.

Payment Recipient - government agencies and institutions, TSCs, Banks or an individual, in whose favor the Holder orders the Bank to make the Payment.

Order - a document in electronic form formed by the Holder in the interface of the Payment Page and containing the Holder's order to the Bank to provide the Holder with the Service on the basis of the information provided by him. The details of the Order that must be filled in by the Holder Are Card Details, Payment Amount, name of the Payment Recipient and other identifier (if any) that allows the Payment Recipient accurately determine the fact of fulfillment of the Holder's monetary obligations to him/her (in the case of making a Payment in favor of TSC or government bodies and institutions) or the necessary details of the Recipient's bank card (in the case to make a Payment in favor of an individual).

Card details - Card number, Holder's first and last name, Card expiration date, emitter name, security code CVC2/CVV2.

RT - Republic of Tajikistan.

Bank's website - a website located on the Internet at: <https://spitamen.com>, which contains information about the Bank and Services.

Party - Bank or Holder.

Parties - Bank and Holder.

Payment amount - the amount of funds to be transferred to the Bank on behalf of the Holder in favor of the Payment Recipient in accordance with the information in the Order provided by the Holder.

Rates - a document that is an integral part of the Agreement and contains information on the amount and rules for calculating commissions, as well as other fees charged by the Bank for the Services provided under the Agreement (Rates for services to make payments using bank cards through the Bank's website).

Commodities - goods, works and services, as well as rights to the results of intellectual activity, sold by the TSC.

TSC - a legal entity, an individual entrepreneur, implementing the sale of Goods via the Internet with the option to pay for them using bank payment cards through the Payment Page.

Services - services provided by the Bank to the Holder within the framework of current Offer, consist to organize and implement settlements with the Payment Recipients using the Card on the basis of the Holder's order.

Settlement Participants - Parties to the Agreement, as well as other persons directly involved in the process of implementing the Payment.

Electronic Wallet - an electronic payment instrument (a special Bank application for mobile devices), which is intended for the Payment Recipient to make transfers without opening a bank account, including settlements with electronic money within the framework of an agreement concluded with the Bank on implementing money transfers without opening an account using the Spitamen Pay service.

Emitter – a credit institution that issued the Card.

2. SUBJECT OF THE AGREEMENT

2.1 The subject of the Agreement concluded by the Holder by joining the present Offer through the performance of conclusive actions provided by this Offer is the provision by the Bank services to the Holder within the framework of the Agreement.

2.2 This Agreement shall be deemed concluded from the moment of acceptance by the Holder of this Offer, expressed by clicking the "Pay" / "Transfer" / "Deposit" button in the Payment Page interface immediately before making the Payment, followed by the Holder's Bank receipt order.

2.3 The Bank's Commission for the execution of the Holder's Orders is determined by the Bank's Tariffs. The Holder is obliged to pay the Bank's Commission. The Bank's Commission for the execution of each specific Holder's Order is communicated to the Holder at the time the latter forms the relevant Order by indicating the amount of the Bank's Commission in the Payment

page interface immediately before the Payment is made, as well as by posting the relevant Tariffs on the Bank's Website.

- 2.4 The Holder confirms that it has been notified of the possibility of the emitter, other than the Bank or the credit institution servicing the Payment Recipient, charging other fees when making the Payment. The Holder undertakes to independently regulate further relations with the recipients of such fees

3. PROCEDURE FOR PROVIDING SERVICES

- 3.1 The Bank provides the Holder with Services under present Agreement taking into account the requirements of the current legislation of the RT, as well as the requirements of the IPS/NPS, subject to the simultaneous fulfillment of the following conditions:

- the Bank has the technical capability to provide Services to the Holder;
- the correct Confirmation Code has been entered;
- the Bank has permission to conduct a transaction on the Card, obtained as a result of Authorization procedures;
- the absence of direct prohibitions on conducting transactions provided in this Agreement and the agreement with the Emitter on the issue and servicing the Card

- 3.2 In order to ensure proper provision of Services by the Bank under the Agreement, the Holder shall prepare and submit to the Bank an Order using the Payment Page, indicating the correct data in his/her Order. To facilitate the process of preparing the Order, the Holder may use the Card Details saved in his/her Personal Account.

- 3.3 From the moment the Holder concludes the Agreement under the terms of present Offer (clause 2.2) and submits the Order to the Bank (clause 3.2), the Bank assumes obligations to provide the Holder with Services.

- 3.4 The Bank reserves the right to unilaterally refuse the Holder to conclude the Agreement on the terms and conditions of this Offer and to accept the Order without further indication of reasons, including, but not limited to, if:

- the Order data entered by the Holder violate/do not comply with the requirements established by the Emitter or other involved Settlement Participant, as well as in the event of violation by such actions the current legislation of the RT or the requirements of the IPS/NPS;
- the data entered by the Holder for drawing up the Order are incomplete and/or incorrect;
- the Order for making a Payment is aimed at legalization (laundering) proceeds obtained by criminal means and financing terrorism, and/or has signs of suspicious or subject to control transactions that entail a violation of the currency and other sectoral legislation of the RT, or entail reputational risks for the Bank.

- 3.5 The rights of claim arising for the Holder from the moment of conclusion the Agreement cannot be transferred to third parties by the Holder.

- 3.6 Based on the Order for the execution of the Payment, the Holder gives the Bank an order to direct the funds provided by the Holder to carry out the following operations:

- payment of the Commission to the Bank (if charged);

- execution of the Payment in favor of the Payment Recipient, in accordance with the details specified by the Holder in the Order.
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- 3.7 The Holder is responsible for the correctness of the information specified in the Order and has no right to make any claims against the Bank in connection with the Bank's improper performance of its obligations under the Agreement, in the event of incorrect or incomplete data specified in the Order.
- 3.8 The Bank's obligations to the Holder are considered completely fulfilled from the moment the Bank receives permission/refusal from the IPS/NPS to carry out a transaction on the Card based on the results of the Authorization procedures and the subsequent execution/non-execution (in case of IPS/NPS refusal) by the Bank of actions to carry out settlements in favor of the Payment Recipient in accordance with the Holder's Order. When the Payment is performed, the address of the page on the Bank's Website is sent to the Holder's mobile phone number to which the Confirmation Code is sent, where an electronic document is available confirming the successful execution of the Payment. The Bank will provide the Holder with the ability to print the specified electronic document on paper.
- 3.9 In the event that the Payment is returned by the Payment Recipient as incorrect, the Bank shall return the funds to the Holder in the same manner in which the said funds were provided to the Bank, namely: by crediting the Holder's Card. The Bank shall not return cash funds under this Agreement.

4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

- 4.1 Rights and obligations of the Holder:
- i. The Holder has the right to join the Agreement by performing the implied actions established by clause 2.2. of the present Offer, in order to accept the terms of this Offer and conclude the Agreement.
 - ii. The Holder has no right to transfer to third parties the rights of claim against the Bank that arose in connection with the conclusion of the Agreement on the terms of the Offer.
 - iii. The Holder is obliged to promptly and fully familiarize him/herself with the terms of this Offer and the amount of the Bank's Commission before concluding the Agreement on its terms.
 - iv. The Holder confirms that he/she is not limited in legal capacity, is not under guardianship, trusteeship, or patronage, can independently exercise and protect his/her rights and fulfill his/her obligations due to his/her health condition, does not suffer from diseases that prevent him/her from understanding the core of the Agreement being concluded and the circumstances of its conclusion, and also has all the powers in accordance with the current legislation of the RT to make the Payment.
 - v. The Holder undertakes not to make Payments aimed at legalization (laundering) of proceeds from crime and financing terrorism, as well as Payments that have suspicious signs or subject to control transactions, involving a violation of the currency and other industry legislation of the RT, or entailing reputational risks for the Bank.
 - vi. The Holder is personally responsible for the accuracy of the information on: (a) the Payment Recipient in whose favor the Payment is made and their bank details; (b) the payment details identifying the purpose of the Payment (the identifier or any other details, depending on what information must be provided at the time of the Holder's financial obligations to the Payment Recipient) or the required details of the Recipient's bank card (in the case of

a Payment in favor of an individual); (c) the Payment Amount; (d) the Card Details, etc. In the event of inaccuracy and/or insufficiency of the information provided, the Bank shall not be liable for the Holder's improper performance and/or failure to perform its obligations to the Payment Recipient.

4.2. Rights and obligations of the Bank:

- i. The Bank is obliged to assume obligations to provide Services under the Agreement from the moment the Holder performs the actions provided for in paragraph 2.2. of this Offer.
- ii. The Bank has the right to refuse the Holder to conclude an Agreement on the terms of the present Offer, as well as unilaterally refuse to provide Services under this Agreement, including if signs of transactions specified in paragraphs 4.1. (v) of this Offer are detected in the process of providing Services.
- iii. When making a Payment, the Bank must be guided by the current legislation of the RT and the requirements of the IPS/NPS.
- iv. The Bank has the right to charge the Holder a Bank Commission.
- v. If it is impossible to make a Payment in favor of the Payment Recipient for reasons beyond the control of the Bank, including if the Holder provides incorrect information (paragraph 3.4.), the Bank shall notify the Holder by displaying the relevant information in the interface of the Payment Page immediately after the refusal to provide Services.
- vi. The Bank is obliged to post on the Bank's Website and in the interface of the Payment Page the full text of this Offer and other reference and information materials concerning the provision of services by the Bank to the Holder.
- vii. The Bank has the right to unilaterally make changes and additions to this Offer.
- viii. The Bank is obliged to ensure the confidentiality of any information received by the Bank from the Holder in the course of execution of the Agreement.

5. RESPONSIBILITY OF THE PARTIES

- 5.1. In case of failure to fulfill and/or improper fulfillment of their obligations under the Agreement, the Parties shall bear liability in accordance with the terms of this Offer and the current legislation of the RT.
- 5.2. The Bank shall not be liable for failure to fulfill and/or improper fulfillment of obligations under the Agreement, if such failure to fulfill and/or improper fulfillment occurred due to the fault of the Holder and/or other Settlement Participants.
- 5.3. The Bank shall not be liable for improper fulfillment of obligations under the Agreement, if such improper fulfillment is associated with the Holder indicating incorrect and/or incomplete data in the Order.
- 5.4. The Bank shall not be liable for the quality, completeness, or other properties of the Goods, or for the performance by the Payment Recipient of its obligations to the Holder, paid by the latter using the Bank's services.
- 5.5. The Bank shall not be liable for any losses incurred by the Holder due to the fact that the Holder has not read and/or has read the terms of this Offer in a timely manner.

6. ADDITIONAL TERMS

- 6.1. The Confirmation Code for the purposes of this Agreement is recognized by the Parties as an analogue of a handwritten signature (e-Signature).
- 6.2. The Parties acknowledge that the use of the e-Signature when drawing up an Order by the Holder gives rise to legal consequences similar to the use of handwritten signatures in

accordance with the requirements of the legislation of the RT, and all Orders certified by the e-Signature are equivalent to paper documents personally signed by the Holder.

- 6.3. In the event of a dispute about the presence and/or authenticity of the e-Signature, the burden of proof lies with the Party that does not agree with the presence of the e-Signature and/or the authenticity of the e-Signature, respectively.
- 6.4. In the event of disputes regarding the fact of amendments being made to the Order after it was signed by the e-Signature, the burden of proof lies with the Party claiming that amendments were made to the Order.
- 6.5. In the event of disputes between the Parties related to the use of the e-Signature, the Bank uses the software that was used to generate the e-Signature and is used to verify it, and makes its decision on the authenticity of the e-Signature. The Holder has the right to challenge this decision in court.
- 6.6. The relationship between the Parties within the framework of the Agreement execution is governed by the current legislation of the RT and this Agreement.
- 6.7. By concluding the Agreement under the terms of this Offer, the Holder gives consent to the processing of his personal data by the Bank, namely, to perform, among other things, the following actions: collection, systematization, accumulation, storage, clarification (updating, modification), use, distribution (including transfer), depersonalization, blocking, destruction, for the purpose of concluding agreements with the Bank, executing concluded agreements, as well as for the purpose of fulfilling the requirements of regulatory acts on combating the legalization of funds obtained by criminal means. The specified actions can be performed using automation tools.
The Holder also gives his consent to the transfer, for the purpose to perform the actions provided in current clause, by the Bank of his personal data to third parties, subject to the existence of a duly concluded agreement between the Bank and such third parties.
- 6.8. The Holder's performance of the actions specified in paragraph 2.2. of this Offer shall be considered as full and unconditional acceptance by the Holder of all the terms and conditions of this Offer without exception and the conclusion of an Agreement between the Holder and the Bank on the terms and conditions of current Offer.
- 6.9. The Agreement shall enter into force on the date of the Holder's performance of the actions described in paragraph 2.2. of this Offer and shall be valid until the Bank fulfills its obligations under the Agreement. A separate Agreement shall be concluded between the Parties for each Payment.
- 6.10. If one or more provisions of the Agreement are or become invalid due to amendments to the current legislation of the RT or changes in the requirements of the IPS/NPS, this shall not be grounds for suspending the remaining provisions of the Agreement. Invalid provisions shall be replaced by provisions that are legally permissible and close in meaning to those being replaced.