

ArmSwissBank CJSC Payment Cards Terms and Conditions

General terms and conditions of the Bank-General Terms and Conditions of the Bank means the Bank's General Terms and Conditions of Provision of Banking Services to Individuals and General Terms and Conditions of Provision of Banking Services to Legal Entities and Individual Entrepreneurs.

Payment Card (the "Card") – “ArCa” local and `` MasterCard `` international payment cards, which are the property of the Bank and are provided to customers for cash withdrawal through Card Accounts opened in the Bank and to make non-cash payments.

Bank Tariffs - set out and approved by the Bank for the purpose of issuing and servicing the Cards including special, amended and / or preferential tariffs set out in the Bank's separate decision.

Cardholder - an individual or his/her authorized representative, who has the right to use the Card on the basis of the agreement with the Bank.

Additional Card - Card provided for use by the Cardholder according to the Cardholder's written application. Operations with additional card are executed by the Cardholder's authorized person within the limits established by the Cardholder, and the Cardholder shall assume full responsibility for such transactions.

Card Account (hereinafter also Account)- means a bank account opened in the name of the Cardholder in which payment cards and all related transactions are accounted for.s.

ArCa Online Payment System- means the system for creating and maintaining ArCa virtual cards and online payments, accessible via www.arca.am.

Personal Identification Number (hereinafter PIN) - Means a personal identification number of the Cardholder used to enable card transactions in cases envisaged under the rules of the payment systems.

Password- Means a password generated and provided to the Cardholder in accordance with the approved procedure of the Bank, which enables to verify the identity of the Cardholder and is used by the latter for obtaining information on the Card and Card Account, creating a virtual card in ArCa online payment system, contacting the Bank by phone for card-related issues in cases defined by the Bank, as well as in other cases specified by the Bank and ArCa payment and settlement system:

Transaction certification - Authorization or approval issued by the Bank for a transaction with a card

Transaction- means an instruction given by the Cardholder to the Bank to perform an operation with or without direct use of the Card.

Transaction Date - Means the day on which the transaction is processed by the Bank to the card account based on the transaction report presented by the respective payment-settlement system or the Cardholder's instruction.

Over-Limit - Means the amount used over the Payment Limit.

Payment Limit- Means the amount of cash (Card account balance and credit line (Overdraft) sum, except for the non-deductible balance), within which the Cardholder can receive cash and make non-cash payments.

Statement - Means a report issued by the Bank to the Cardholder showing the transactions through the Card Account (both Primary and Additional Card)

CVV/CVC Code - Means a unique identification code specified on the back of the Card, which is used by the Cardholder to execute payments online.

Stop-List- Means s the list managed by international payment settlement systems, where the cardholder or the Bank wishes to place the numbers of the embzzled payment cards in order to prevent transactions through them

Merchant- Means any point of sale and/or services, including online stores, for whose products and/or services the Cardholder may pay using the Card.

Automated Teller Machine (hereinafter ATM) - Means any automated self-service device located on or off the premises and used for financial transactions.

POS-terminal - Means an electronic device used for non-cash transactions at the Merchants' premises or cash withdrawal and non-cash transactions with the Card at the Bank premises.

General Provisions

- 1.1. These Rules set out the terms and conditions of Cardholder Account Opening and Maintenance, and regulate the relations between the Accounting Parties.
- 1.2. The Rules are standard for all Cardholders and set out the terms of the Contract between the Bank and the Cardholder:
- 1.3. We provide the Card to you based on a properly completed application-agreement form (hereinafter “Application - Agreement”) whereby you confirm that you accept these Terms and Conditions.
- 1.4. Terms and Conditions of Payment Cards are in accordance with the current legislation of the Republic of Armenia, CBA normative acts, rules applicable in the international practice of

payment and settlement systems (ArCa and MasterCard), basic terms and conditions of the Bank, as well as these rules.

- 1.5. Any cash flows driven by the use of the Card, including loan proceeds (credits, debits), and use of cash and non-cash funds shall be regulated by these Terms and Conditions, as well as the rules and terms defined by ArCa, VISA and MasterCard payment systems.
- 1.6. The Bank opens a Card Account to process the transactions with the Card and Additional Card(s), if any.
- 1.7. The Card Account shall be opened in the name of the Primary Cardholder.
- 1.8. The card account is opened in the currency specified by the Cardholder in the application. The account can be opened in up to four currencies: AMD, USD, EUR and Russian Ruble.
- 1.9. The card is valid until the last day of the month on which the card is valid. Upon expiry or upon termination of the contract, the Card is blocked and is not subject to acceptance by system service points.
- 1.10. Upon expiration of the Card's validity period, the Cardholder shall submit to the Bank a written application to reissue the Card within the given month.
- 1.11. If you forget your PIN, the Bank will reissue the Card upon your written request, charging the fee defined in the Bank Tariffs.
- 1.12. The card is owned by the Bank and must be returned to the Bank at the Bank's request.
- 1.13. The Bank shall not be held liable for any damage or loss you may suffer due to Card Transactions resulting in breach of the rules and requirements herein contained, or use, provision or disclosure of the Card, PIN, password or information embossed on the Card (Card number, CVV/CVC, validity date) to the third parties.

2. Card Issuance

- 2.1. The process of delivering the Card and PIN will take 2 (two) business days upon your application date. If the Card and PIN are delivered to you by postal service, the delivery period shall depend on the terms of the postal service providers.
- 2.2. You will receive your Card and PIN in separate sealed envelopes.

- 2.3. Once you receive the Card and PIN, please check that the envelope has not been tampered with or compromised, the Card and PIN are inside the envelope, match your application and the embossed data are correct. If there are discrepancies, contact us immediately.
- 2.4. If you have chosen Card delivery by a postal/courier service, the Card and PIN will be delivered to you by two different service providers or couriers.
- 2.5. We will charge you for the Card and PIN delivery in accordance with the Bank Tariffs.
- 2.6. If the Card and/or PIN cannot be delivered to you at the designated postal address, the Card and PIN envelopes will be returned to the Bank and retained until demanded.
- 2.7. The Cardholder must call the Bank to activate the card after receiving the card and PIN. The Card is activated within 1 (one) business day after the Cardholder has established a connection with the Bank in the event of proper identification of the Cardholder. The Bank has the right to close the card if it is not activated within 2 (two) months after delivery.
- 2.8. After the card is delivered to the Cardholder within the Bank's territory, the Card is activated within 1 (one) business day.

3. *Additional Card Issuance*

- 3.1. The Cardholder (Primary Cardholder) may request the Bank to issue Additional Cards linked to the Primary Card in the name of the Primary Cardholder or another person. Additional cards also include rules and tariffs
- 3.2. The type of the Additional Card may differ from that of the Primary Card but it should be of the same or lower grade.
- 3.3. Transactions with additional card are recorded and reflected in the card account of the main card.
- 3.4. Any Additional Card linked to a credit Card shall be a credit Card, too.
- 3.5. The main cardholder can set a separate monthly payment limit for each additional card:
- 3.6. The sum of transactions made with the main card and optional card (s) should not exceed the payment limit for the main card:

3.7. As a result of all transactions in the primary and additional cards are the primary cardholder's obligations towards the Bank's liabilities:

3.8. The Cardholder has the right to terminate at any time or to temporarily suspend (block) the Additional Card by submitting a written application.

3.9. Additional Cardholder must notify us about death, incapacity, insolvency or bankruptcy of the Primary Cardholder and not use the Card if such circumstances have become known to him/her.

4. ***Card Use and Security Rules***

4.1. The cardholder should sign in the designated field on the back of the Card immediately upon receiving it. Absence of signature or its mismatch shall be a legal basis for rejection of card transaction or confiscation of the Card.

4.2. The Card may be used at ATMs, cash withdrawal centers and merchants through terminals and other devices the screens of which or the adjacent territories display information on the service of cards,

- Such as cash withdrawal, cash deposit, utility payments, etc.
- Symbols of the respective payment systems (ArCa and MasterCard) certifying that your Card can be accepted at that particular ATM or merchant.

4.3. The Cardholder shall bear all risks of using the Card, PIN and password.

4.4. The Cardholder may not make the Card, PIN and password available to a third party. The Cardholder should take all precautions to ensure that the Card, PIN, password and the information embossed on the Card are not readily visible or otherwise accessible to other people.

4.5. The Cardholder should watch closely during the transactions you make at leisure and entertainment facilities. It is recommended that you do not entrust your Card to other persons and do not allow use of the Card out of your sight.

4.6. Do not use ATMs, cashing devices and POS-terminals you find suspicious or not reliable, or devices the card readers, keyboard or cash dispensing holes of which are connected to foreign devices, conductors, adhesive tape, etc.

4.7. When making online payments, etc., you should give preference to secure payment websites. Online gambling casinos and betting websites are considered the most risky channels.

- 4.8. Never write the PIN on the Card or keep the PIN record and the Card together.
- 4.9. The Cardholder should enter the PIN only if required to complete the transaction with that particular type of Card through the device you use at that time. The PIN is not required for online payments via Internet (online stores).
- 4.10. Never provide (enter) your PIN while paying via Internet (online stores). If you have disclosed your PIN in an online store, immediately terminate the transaction and contact the Bank to block the Card.
- 4.11. When you enter your PIN-code, please make sure it is not visible to other persons and not recorded by cameras.
- 4.12. After three successive incorrect entries of the PIN the Card will be blocked and/or swallowed by the ATM.
- 4.13. The Card may be swallowed by the ATM if you don't take it within 20 (twenty) seconds after it pops out, as well as if there are technical problems with the ATM or if the Card is damaged.
- 4.14. If the ATM does not return the Card after the transaction, but the ATM screen and the receipt do not display the seizure notice, you should immediately call us and make sure that the Card has been blocked. Otherwise the Card should be immediately blocked.
- 4.15. To receive the retained Card back, please contact the Bank. The retained Card shall be returned to you within the following terms`
- If the ATM is located within the Bank's Head Office within 1 (one) business day.
 - If the card has been confiscated at ATMs of other banks of Armenia, the card is issued to the Cardholder on the day of receipt by the Bank.
- 4.16. The Card is unblocked by the Bank within the same business day upon receipt of the Cardholder's written application.
- 4.17. In case of card blocking, the calculation and payment of commissions related to the card does not stop.

- 4.18. To the extent permitted by law, the Bank shall not be held liable for any direct or indirect losses you may incur through failure or malfunctioning of ATMs, POS-terminals or merchants unless the following conditions are in place at the same time.
- 4.19. In case of unauthorized use of the Card or such threat, notify the Bank immediately and request to block the Card.
- 4.20. For security reasons, the Bank is authorized to prohibit or restrict card transactions in more risky countries.
- 4.21. The Bank shall have the right, at its discretion, to suspend the Services provided by the Card if it has reasonable doubts as to the validity of the transaction (s) performed with the Card. Suspension of Services by the Bank is eliminated after receiving the necessary information or sufficient clarifications on the reliability of the transaction (s).

5. Card Transactions

5.1. You may perform the following card transactions:

- deposit cash into the Card via cash-in machines or at our premises
- withdraw cash from the Card via cash-dispensing ATMs or POS-terminals,
- transfer via ATM and ArCa online payment system,
- Non-cash payment for goods and services at trade / service outlets, including online.

5.2. Card-to-card transfer (via ATM or ArCa online payment system) is normally available within 5 (five) minutes (in the absence of technical or software issues at the ArCa Processing Center).

5.3. Cash deposited into the card at the Bank's cash desk, as well as card transfers to the card account and transfers from other banks to the card are normally available within the following periods (in the absence of technical or software problems at the ArCa processing center):

- until 12:00 of the given business day, if received by the Bank after 17:30 of the previous business day,
- up to 14:00 on any given business day, if received by the Bank by 12:30 on the same business day;

- until 17:00 on the same business day, if received by the Bank by 16:00 on the same business day;
- until 18:30 pm of the given business day, if received by the Bank by 17:30 of the same business day.

5.4. The transaction amount will be debited to the Card immediately and processed to the Card Account within the following terms:

- next business day if the transaction was performed via ArCa system
- 2-3 days if the transaction was processed outside ArCa system

5.5. The Bank shall not be liable for any losses and damages you may incur due to interrupted or late activation of the: amount on your Card Account. In particular, in the event of technical issues or on the first business day of each month it might take longer than the defined term to activate transaction amounts on your account.

5.6. The maximum amount and amount of daily cash transactions by card are determined by the Bank tariffs. To withdraw cash in excess of the specified limit, you must submit an application to the Bank.

5.7. The Bank has the right to suspend card transactions (card blocking) at its discretion in the following cases:

- If the Bank has information or doubts about the credibility or potential fraud of the transaction (s) made with the card
- If the Cardholder has outstanding liabilities to the Bank
- In other cases defined by the Bank's basic terms and conditions

5.8. Any transaction that is recognized as a transaction made through the Cardholder's Card is the Cardholder's obligation.

5.9. A card transaction and a refund transaction are different transactions that are reflected in the statement.

5.10. The Cardholder may obtain copies of the Card Confirmation Documents from the Bank in accordance with the Bank's tariffs.

6. Card Loss, Theft or Unauthorized Use

- 6.1. In case of loss, theft, fraud (or suspicion) of the Card, the Cardholder is obliged to immediately inform the Bank (working days and working hours +374 60 757000) or the ArCa Processing Center (+374 10 592222 hotline).
- 6.2. The Bank blocks the card on the basis of information on card loss, theft, fraud (or suspicion).
- 6.3. Upon notification to the Bank of any loss, theft, fraud (or suspicion) of the Card, the Cardholder shall also notify the Bank in writing within a reasonable time. Written notice is considered to be a moment of due notice.
- 6.4. Prior to notifying the Bank of any loss, theft, fraud (or suspicion) of the Card, the Cardholder is responsible for any card transactions.
- 6.5. After notifying the Bank of any loss, theft, fraud (or suspicion) of the Card, the Cardholder shall be responsible for transactions carried out by the Card that do not require certification, including transactions in the Internet environment. On the basis of the Cardholder's appropriate request to enable the appeal of transactions made without certification, the Bank shall include the card in the forthcoming Stop-List in accordance with the Bank's tariffs within the timeframe set by the payment and settlement system rules.
- 6.6. The Cardholder shall be obliged to compensate the Bank for failing to notify the Bank of the loss, theft, fraud (or suspicion) of the Card, as well as any costs, losses and losses incurred by the Bank before informing the Bank by third parties.
- 6.7. In case of loss, theft, fraud (or suspicion) of the card it is advisable to reissue the card. If the Cardholder wishes to continue using such card, the Bank must file an application to unblock it. In this case, the Cardholder shall be responsible for any losses and damages associated with card use.

7. Via short SMS messages transactions notification procedure and conditions for card holders

- 7.1. The cardholder may activate the SMS short message service or refuse to activate the SMS short message service, indicating this in the appropriate field of the application.

- 7.2. The SMS service allows the cardholder to indicate any amount and receive any SMS message if any certification of equal to or greater than that amount is made. Service is especially important to prevent fraudulent use of a credit card.
- 7.3. Upon activation of the service, the Cardholder shall be notified of the transactions via the SMS short message service to the mobile number indicated in the application.
- 7.4. In case of activation of SMS service on card account entries and exits, SMS sent to the phone number provided by the Cardholder for non-access to the Cardholder and for losses incurred by the Cardholder or not due to the Cardholder, the Bank shall not be liable for.
- 7.5. The Bank shall not be liable for any technical or other problems arising at the Cardholder's cell phone or cell phone interference, telecommunications service provider, change of Cardholder's cell phone number (which was not properly reported to the Bank), or Card Deed when the Cardholder was in Roaming to not to receive SMS sent by the Bank. The Bank shall not be liable for the disclosure of the information held by the cardholder or the information obtained through the telephone if the cardholder's telephone is made available to third parties.
- 7.6. The Bank charges commissions for the SMS notification service in accordance with the Bank's tariffs.

8. Terms and Conditions of USSD Service and 3D Secure Code Security System

- 8.1. The cardholder can activate the USSD service upon request.
- 8.2. Through the USSD service, the customer can check his / her card balances at any time by mobile phone, receive a statement or block the card if necessary.
- 8.3. The cardholder may activate the 3D Secure Code security system or refuse activation by marking it in the appropriate application field.
- 8.4. In order to improve the security of card use in the Internet environment, the Cardholder must enter a one-time password provided by the Bank, which is sent to the Bank each time by means of an SMS message sent to the Bank mobile number. The Bank shall not be liable for failure to receive an SMS message and for any reason the transaction is disrupted as a result of technical or non-technical activity of the Bank.

9. Appeal process

9.1. In case of any objections or disagreements with the card transactions, the Cardholder may submit to the Bank an appeal against the transaction as defined by the Bank not later than within 30 (thirty) days from the date of receipt of the statement. The application must contain the documents related to the disputed transaction and other information or documents at the request of the Bank.

9.2. Upon cancellation of a transaction at a trade / service point, the Cardholder may file a complaint with the Bank if the amount of the canceled transaction is returned by the trade / service point within the period or within the time specified by the trade / service point:

- For transactions in the territory of the Republic of Armenia, 10 days after the cancellation date.
- Transactions outside the Republic of Armenia - 30 days.

9.3. The Bank is not responsible for the transactions made by the Cardholder, but is ready to assist to the extent possible to resolve the issue presented by the Cardholder. If the issue is not resolved, the Cardholder shall not be relieved of its obligations to the Bank.

9.4. Appealing a transaction at a trade / service point is not a complaint or claim to the Bank, and the role of the Bank is limited to soliciting and assisting in the resolution of the relevant issue.

9.5. The Bank shall provide the Cardholder with a response to the appeal within the following timeframes:

- In case of transactions in ArCa payment system within 40 (forty) days from the date of receipt of application,
- in the case of transactions in international payment and settlement systems within 60 (sixty) days from the date of receipt of the request.

• Appeal of cash withdrawal or withdrawal transactions made at the Bank's ATMs (if the ATM has not provided cash but has been deducted from the card account, or the Cardholder has withdrawn cash, but the card balance has not been increased) within 10 (ten) business days of receipt of the request.

10. Currency Exchange

- 10.1. Card transactions can be made both in the currency of the card account and in the currency other than the card account currency.
- 10.2. The transaction amount is converted to the card account currency for accounting for transactions in currencies other than the currency of the card account.
- 10.3. In case of cash withdrawal through ATMs of banks operating in the territory of the Republic of Armenia, the cardholder may receive cash only in AMD, at the same time.
- If the cardholder has a foreign currency card account and executes a transaction through an ATM of a bank member of the Armenian Card payment system, the amount of the transaction is converted into the card account currency at the rate set by the Bank for the day of the transaction.
 - the cardholder has a foreign currency card account and executes a transaction through an ATM of a non-Armenian Card payment system, the final currency conversion is effected at the rate specified by the MasterCard Worldwide payment system at the date of the transaction.
- 10.4. If the cardholder executes the transaction through an ATM of a foreign bank, he may receive the amount in the currency specified in the legal acts of that country.
- 10.5. If the currency of the cardholder card account differs from the currency provided by the ATM in that country, the final currency conversion is effected at the rate specified by the MasterCard Worldwide payment system at the date of the transaction.
- 10.6. The Bank shall not be liable for any losses incurred as a result of converting the transaction amount into card account currency.

11. Fees and Charges

- 11.1. The Cardholder shall pay to the Bank any fees charged by the Bank for card service unless otherwise agreed between the Bank and the Cardholder.

- 11.2. The first payment of the card service commission is made by the Cardholder while the next payment is made by prepayment at the Bank's regularity.
- 11.3. In case of exceeding the card payment limit as a result of card transactions, card account surplus is formed. In the event and to the extent specified by the Bank tariffs, the Cardholder shall be penalized for exceeding the payment limit.
- 11.4. Bank fees and other fees related to card service, including overpayments and penalties for card accounts and liabilities, are charged by the Bank in a non-compliant manner without the order of the Cardholder. Charging is done first from the card account, and in the absence of card accounts, from the Cardholder's other accounts with the Bank. At the same time the Cardholder shall ensure the availability of appropriate funds in his / her bank account (s).
- 11.5. Canceled Transaction amount upon refund by the trade / service point, the Bank credits to the card account, reducing deductions (if any) for the cancellation.
- 11.6. The Bank shall not be liable for any fees charged for any service rendered by the merchant / service point and withdrawn from the Cardholder's card account.

12 . Statements

12. The Bank shall provide the Cardholder with a statement in accordance with the legislation of the Republic of Armenia and / or the Cardholder by the 15th of the month following the reference period. An extract may not be provided in cases stipulated by the RA legislation:

13. Card Closure

- 13.1. Payment card closing is effected upon written request of the cardholder or upon expiry of the payment card term.
- 13.2. Upon receipt of the application for closing the card, the bank checks the presence of any card blocking or other factors limiting the card account and in the absence of the latter closes the payment card and card account within 2 business days.

- 13.3. In case of closing the card, the Cardholder must return the card to the Bank. If the cardholder fails to return the card, Cardholder shall be obliged to note in his / her signature application. The Bank shall not be liable for the transactions carried out as a result of non-return of the card.
- 13.4. In case of early termination of the card and / or card package the service charge will not be refunded.
- 13.5. When you close the card, all the extra cards in that card are also closed.