

Ameriabank CJSC Payment Cards Terms and Conditions

*Approved by Management Board Resolution # 03/17/15 as of July 08, 2015
Current edition was approved by the Management Board Resolution # 01/69/22 as of June 02, 2022.
Effective from the date specified below:*

Definitions

Bank: Ameriabank CJSC

General Terms and Conditions of the Bank means the Bank's General Terms and Conditions of Provision of Banking Services to Individuals¹, and General Terms and Conditions of Provision of Banking Services to Legal Entities and Individual Entrepreneurs².

Bank Tariffs means the Bank's Tariffs for Individuals³, Tariffs for Corporate Clients⁴, Cards Rates and Fees⁵, Customs Card Rates and Fees⁶, Business Card Rates and Fees⁷, Gift Card Terms and Conditions⁸ and other fees and terms approved by the Bank under various card campaigns and co-branded card projects.

Payment Card (hereinafter also “the Card”) means a payment tool of VISA, MasterCard international payment systems or Armenian Card (hereafter ArCa) payment system issued by the Bank.

Cardholder or you means any individual over 14 (fourteen) years old, or a legal entity, or an individual entrepreneur who uses a payment card issued by the Bank or has applied to the Bank to get one.

Additional Card means any card linked to the Primary Card which is issued at the Cardholder's (Primary Cardholder) request in the name of the Primary Cardholder or another person (Additional Cardholder) as a means of payment out of the primary card account.

Sticker (Visa Pay Sticker) means a Visa contactless payment card linked to a Primary Card – Visa or MasterCard, except gift cards, business cards and digital cards.

Digital Card means a virtual Visa Digital card which is available to the Cardholder in Online/Mobile Banking systems and which may be used as means of payment for non-cash card transactions.

Card Account means a bank account opened in the name of the Cardholder and linked to the Card which is maintained in accordance with the General Terms and Conditions of the Bank and these Terms and Conditions.

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

Personal Identification Number (hereinafter PIN) means a personal identification number issued to the Cardholder to identify the latter and enable card transactions in cases envisaged under the rules of the payment systems.

One-Time Password (hereinafter “OTP”) means a one-time password sent to the contact details provided to the Bank by the Cardholder in writing which is used as means of Cardholder identification and transaction authorization for card activation, PIN code generation, card transactions and other card-related operations in cases prescribed by the Bank and/or the payment systems.

¹ Ameriabank CJSC General Terms and Conditions of Provision of Banking Services to Individuals (11RBD RL 72-01-01), approved by Management Board Resolution # 02/03/15 as of February 04, 2015 Link: <https://ameriabank.am/useful-links>

² Ameriabank CJSC General Terms and Conditions of Provision of Banking Services to Legal Entities (Individual Entrepreneurs) (11RBD/12CIB RL 72-01-02, approved by Management Board Resolution # 02/03/15 dated February 4, 2015) Link: <https://ameriabank.am/useful-links>

³ Ameriabank CJSC Tariffs for Individuals (11RBD PL 72-01-01, approved by Management Board Resolution # 03/59/15 as of May 27, 2015). Available at <https://ameriabank.am/useful-links>

⁴ Ameriabank CJSC Tariffs for Corporate Clients (12CIB/11RBD PL 72-01-02, approved by Management Board Resolution # 03/11/15 dated May 20, 2015) Available at <https://ameriabank.am/useful-links>

⁵ Ameriabank CJSC Card Rates and Fees (11RBD PL 72-56, approved by Management Board Resolution # 02/20/15 dated July 29, 2015) Available at <https://ameriabank.am/useful-links>

⁶ Ameriabank CJSC Custom Card Rates and Fees (12CIB PL 72-48, approved by Management Board Resolution # 35/07/11 dated April 8, 2011). Available at <https://ameriabank.am/useful-links>

⁷ Ameriabank CJSC Business Card Rates and Fees (12CIB PL 72-54, approved by Management Board Resolution # 24/19/13 dated June 27, 2013). Available at <https://ameriabank.am/useful-links>

⁸ Ameriabank CJSC Gift Card Rates and Fees (11RBD PL 72-51, approved by Management Board Resolution # 113/09/11 dated September 28, 2011). Available at <https://ameriabank.am/useful-links>

Card 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.

CVV/CVC code means a unique identification code which is used by the Cardholder to execute payments online. CVV/CVC code is specified on the back of the Card. CVV/CVC code of a Digital Card is sent by the Bank to Cardholder via SMS in accordance with these Terms and Conditions.

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 on the Merchants' premises or cash withdrawal and non-cash transactions with the Card on the Bank premises.

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

Authorization means approval or authorization of the card transaction by the Bank.

Transaction date means the actual date on which the card transaction takes place.

Transaction Processing 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 system or the Cardholder's instruction.

Contactless payment means a card payment through application of contactless payment technology.

Stop-List means the international list of cards, transactions with the use of which can only be executed upon authorization in accordance with the rules of respective payment systems.

Payment Limit means the aggregate limit of card transactions equal to the sum of the Card Account balance and line of credit, including overdraft.

Over-Limit means amounts used beyond the Payment Limit, including amounts charged by us where envisaged under the Bank Tariffs, which is your liability to the Bank.

Card Package means a set of additional services provided together with certain types of cards as determined by the Bank Tariffs.

Statement means a report issued by the Bank to the Cardholder showing the transactions via the Card Account (Primary, Additional Cards and Stickers).

Written or In writing means a way of submitting instructions or information to the Bank through a document signed by the Cardholder or otherwise authorized by the Cardholder in a way agreed between the Cardholder and the Bank in advance (online/mobile banking, phone banking, etc.) or via other electronic communication means satisfactory to the Bank and enabling identification.

Armenia means Republic of Armenia.

Salary Project means special fees and terms for provision and service of cards and other bank products offered by the Bank to the employees of other companies (employers) that receive their salary through the Bank.

Students project means cooperation with the educational institution under which the Bank issues Student Cards to the students of the given institution in accordance with the Bank's Card Fees and Rates⁵.

Freezing means action taken by the Bank to limit using of the Card/Card Account or the funds on the Card/Card Account.

Safe box (also Locker) means a locker provided by the Bank's partner, which the Cardholder can opt for their Card to be delivered to them in.

1. General Provisions

- 1.1. Payment Card Terms and Conditions of the Bank (hereinafter the "Terms and Conditions") regulate the relationships between you and us during issuance and service of the Card by us and use of the Card by you.
- 1.2. 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. The Digital Card Application-Agreement is submitted by the Client to the Bank via My Ameria application of Online/Mobile Banking system.
- 1.3. Any and all instructions of the Cardholder regarding change of terms directly specified in the Application-Agreement (except changes that under the Terms and Conditions cannot be made during the term of Card) should be submitted on the approved template of the Bank. Once effective, all such changes shall supersede any and all previous instructions related to the same subject matter. For the purposes of the Terms and Conditions, the instructions submitted under the Application-Agreement and the chosen terms shall be applicable as further amended or modified.

- 1.4. These Terms and Conditions should be read together with the General Terms and Conditions of the Bank. Furthermore, any and all relations between you and the Bank not regulated by these Terms and Conditions shall be regulated by the General Terms and Conditions of the Bank, the Bank Tariffs, binding legal contracts between you and the Bank and the legislation of Armenia. Where not regulated by the legislation of Armenia, such relations shall be regulated by customary business practices.
- 1.5. The Bank issues both physical and digital cards.
- 1.6. All the provisions of the Terms and Conditions are applicable also to the digital cards, unless otherwise provided by the respective provision or Bank's Tariffs or if the context of particular provision of the Terms and Conditions or the Bank's tariffs otherwise requires. A Digital Card has all the data as the physical card, i.e. the card number, cardholder name, CVV/CVC code and validity term. No PIN code is used for a Digital Card.
- 1.7. A physical card may be contactless. You can use contactless cards for contactless payments. A contactless card has a respective sign on it as specified below⁹.
- 1.8. Fees and/or agreements for specific card types, card campaigns and co-branded projects apply further to these Terms and Conditions and may contain provisions or limitations different from those herein contained.
- 1.9. Certain types of cards may be subject to insurance. The procedure and terms of insurance and compensation payment are defined by the Bank's "Card Insurance Terms"¹⁰ which apply further to these Terms and Conditions.
- 1.10. 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 the Terms and Conditions, as well as the rules and terms defined by ArCa, VISA and MasterCard payment systems.
- 1.11. Any benefits, opportunities, additional services applied by VISA and MasterCard payment systems for the respective card types, including any fees chargeable thereunder and applicable limitations, shall be governed by the Terms and Conditions, terms and rules of the respective payment system which are available at https://cis.visa.com/ru_TJ/visa-in-armenia.html, <https://www.mastercard.am/en-am.html>.
- 1.12. We shall maintain a Card Account to process the transactions with the Card and Additional Card(s), if any.
- 1.13. The Card Account shall be opened in the name of the Primary Cardholder.
- 1.14. Card Accounts can be opened in Armenian drams, US dollars or euros.
- 1.15. You are required to have a current account in Armenian drams to be eligible for a Card. This does not apply to Cards provided under salary projects and student projects.
- 1.16. The Card shall be valid up to the last day of the month indicated on the front of the Card.
- 1.17. The physical card is at all times the property of the Bank and should be returned to us upon request.
- 1.18. The Card may not be used for illegal purposes.
- 1.19. We 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, any other password-protected data issued to the Cardholder with respect to the card (QR code, OTP, etc.) card password or information embossed on the Card (Card number, Cardholder name, CVV/CVC, validity date, etc.) to third parties.
- 1.20. You agree that in case a Card Package and additional services related to the card are provided to you together with the Card, we may provide your personal data (name, date of birth, ID details, contact data), without any prior notice to you, to the providers of services cooperating with the Bank.
- 1.21. You (unless you are a holder of gift and business cards) participate in AYO program (the "Program"), under which you are entitled to cashback (partial refund of the money spent by you) on noncash card payments made by the Cardholder at the merchants partnering with the Program. The Program is implemented by Best Card LLC in accordance with the Terms of Participation in AYO Program, available at Best Card LLC website (www.ayocard.am). Hereby you agree to join the Terms of Participation in AYO Program which constitute a public offer. You acknowledge that by accepting these Terms and Conditions you also accept that public offer.



9

¹⁰ Ameriabank CJSC Card Insurance Terms (11RBD RL 72-01-08), approved by Management Board Resolution # 01/16/20 as of June 17, 2020 Available at <https://ameriabank.am/useful-links>

For any Card-related inquiries you wish to address by phone, please call (+374-10) 56 11 11 and (+374-12) 561111, available 24/7.

- 1.22. After expiry of the Card validity term the Card shall be reissued by us subject to then-current tariffs and terms of the Bank unless you notify us in writing about your intention to terminate the Card at least 10 (ten) days prior to the expiry date, or your Card has been blocked, or you have outstanding liabilities to the Bank deriving from the use of the Card, or we have decided not to reissue the Card.
- 1.23. At your choice, you may change the PIN any time during the validity period of the Card at the ATM with a relevant functionality. For this purpose, you should enter your existing and the new PINs. While changing the PIN, please follow the safety rules of the Bank that are published on our website or have been otherwise made available to you.
- 1.24. If you forget your PIN-code, you can generate a new one by using an OTP, for which you will be required to submit a request using the template approved by the Bank or apply to the Bank in another manner acceptable for the Bank. Otherwise, you can order a new card in accordance with the Bank Tariffs.
- 1.25. You may be required to enter your card data for using the online services available on the Bank's website which is necessary for provision of the services and identification of the Cardholder in cases and order defined by the Bank.

2. Card Issuance

- 2.1. All clauses of the Terms and Conditions related to card issuance refer also to provision of PIN in all cases when PIN is provided by the Bank, unless otherwise envisaged by the Terms and Conditions.
- 2.2. You will receive your physical Card and PIN in separate sealed envelopes.
- 2.3. The Card shall be provided to you in a manner defined between you and the Bank. Digital card shall be made available to you via your Online/Mobile banking system.
- 2.4. As specified in the card application at your option PIN may be either
 - 2.4.1. set and provided to you by the Bank, or
 - 2.4.2. set by you.Furthermore, if you order a card delivery to the locker, the PIN shall be set by you.
- 2.5. According to the Terms and Conditions, in case of card reissuance by the Bank upon the expiry of card validity term the PIN shall be set by the Cardholder.
- 2.6. The delivery of your Card will take 2 (two) business days after your application if the Card is delivered at the head office or any of the Yerevan-based branches or safe lockers, 7 (seven) business days if the Card is to be delivered to the Bank's regional branch and 10 (ten) business days if the Card is to be delivered to a safe locker outside Yerevan. The Card may be delivered to you within a shorter term where envisaged under the Bank Tariffs. If the Card is delivered to the mailing address specified by you, the delivery period shall depend on the terms of the postal service providers. The Digital Card will be made available to you (activated) within 1 (one) business day upon submitting the card application to the Bank.
- 2.7. If you would like to generate the PIN code yourself, we will send to you an OTP via SMS to the mobile phone number you've given us in writing, while you follow the ATM instructions to activate the card. You should type the received OTP in the respective field on the ATM screen, after which you can set your PIN code. If you select using OTP as a way to receive your PIN code, you will no longer be able to change this option. The PIN may be set at an ATM of any bank that is a member of payment system of the given card provided that such ATM is equipped with relevant technological solution. If you detect any discrepancy or if PIN generation using OTP fails (including failure to receive the OTP in time), contact us immediately.
- 2.8. Once you select the option of defining the PIN code yourself through application of OTP, you cannot change the preferred method of PIN code provision after card issuance. However, if you do need to change the method of PIN code provision, including when you fail to receive the OTP due to technical reasons that have not eliminated, the card is reissued and the PIN code is provided by the Bank.
- 2.9. Upon receipt/activation of the card you must check whether the information embossed on the card complies with the information specified in the card application, the envelope is closed and is not damaged, the card and the PIN code (where it is provided by the Bank) are available in the envelopes and the data embossed on the card are accurate. You must immediately notify the Bank about the discrepancies in those data (if any).
- 2.10. If you haven't received the Card within 60 (sixty) days following Card application or reissuance, we shall have the right to close the Card and destroy it.
- 2.11. 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, unless otherwise agreed between you and the Bank.

- 2.12. The fee for provision of the Card on the Bank's premises is defined based on the Bank Tariffs. We will charge you for the Card delivery in accordance with the Bank Tariffs.
- 2.13. 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 us and you can receive them on the Bank premises.
- 2.14. If the Card is delivered to a Safe Locker you can receive it within two business days upon receiving the QR code required for getting the card from the Safe Locker via SMS. If you fail to get your card from the Safe Locker within the defined term, the QR code will be deemed expired and the Card will be returned to the Bank. You can then receive it on the Bank premises.
- 2.15. We will provide the CVV/CVC code to you by sending an SMS to your mobile registered at the Bank within the term specified in this Terms and Conditions for activation of the Digital Card. You must immediately notify the Bank about the failure to receive the CVV/CVC code of the Digital Card. In that case your card will be reissued. CVV/CVC of a Digital Card may not be recovered, it is not retained at the Bank so if you forget or lose it, your Card will be reissued.
- 2.16. If the PIN code is provided by the Bank, after you receive the Card and the PIN code by postal/courier delivery, you should call the Bank to activate it.
- 2.17. If you do not contact the Bank to activate the Card within 6 (six) months after delivery, the Bank shall be entitled to close the Card.
- 2.18. The Card with the PIN code provided by the Bank shall be activated within the following terms:
 - 2.18.1. 1 (one) business day after receipt of the Card and the PIN by the Cardholder, if the Card is provided to the Cardholder on the Bank premises,
 - 2.18.2. 1 (one) business day after the Cardholder contacts us and we properly verify the Cardholder's identity, if the Card is delivered by a postal/courier service,
- 2.19. Upon successful completion of PIN generation by the Cardholder through ATM.
- 2.20. The Digital Card is activated within 1 (one) business day upon submitting the card application to the Bank, once CVV/CVC code is sent to the Cardholder.
- 2.21. Card validity term is defined based on the Bank Tariffs.

3. Card Use and Security Rules

- 3.1. You should sign in the designated field on the back of the Card. Absence of signature or its mismatch shall be a legal basis for rejection of card transaction or confiscation of the Card. This clause does not apply to Digital Cards.
- 3.2. When generating a PIN, it is recommended to use as complex PIN as possible. Please avoid using sequential or repeated numbers.
- 3.3. The Card may be used for the transactions defined for the given card type by the Bank's terms and tariffs, at ATMs, cash withdrawal centers and merchants through terminals and other devices the screens or adjacent areas of which display the following information on the service of cards:
 - 3.3.1. Availability of cash-out, cash-in, utility payments, etc.
 - 3.3.2. Logos and symbols of respective payment systems (ArCa, VISA, MasterCard, MIR, etc.) certifying that your Card can be accepted at that particular ATM or merchant.
 - 3.3.3. Signs showing that the respective device accepts contactless payments and contactless payment stickers (contactless and tokenized cards). Cash withdrawal transactions with tokenized cards are not available. The terminals and devices requiring entry of a PIN code do not support tokenized Digital Card transactions.
- 3.4. You solely shall bear all risks of using the Card, OTP, PIN CVV/CVC code and password and any other cards data.
- 3.5. You may not make the Card, OTP, PIN, password and CVV/CVC code available to a third party. You should take all precautions to ensure that the Card, OTP, PIN, Card password, CVV/CVC code and the information embossed on the Card are not readily visible or otherwise accessible to other people.
- 3.6. Never write the PIN or OPT on the Card or keep the PIN record and the Card together.
- 3.7. You should enter your 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). No need to enter PIN for up to 5 payments under 20,000 AMD or foreign currency equivalent with contactless cards and stickers a day if payments are made in Armenia. In case of contactless transactions outside Armenia and contactless transactions by tokenized cards in Armenia use of PIN code will be governed by the terms and rules of the respective payment system (VISA or MasterCard) applicable for the given country.
- 3.8. Never provide your PIN while paying via Internet, including online stores. If you have disclosed your PIN in an online store, immediately terminate the transaction and contact us to block the Card.
- 3.9. When you enter your PIN-code, please make sure it is not visible to other persons and not recorded by cameras.

- 3.10. 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.
- 3.11. 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.
- 3.12. When making online payments, etc., you should give preference to secure payment websites. Online casinos and betting websites are considered the most risky channels.
- 3.13. After three consecutive incorrect entries of the PIN the Card will be blocked and/or swallowed by the ATM. 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.
- 3.14. 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. If the Card has not been blocked, you should have it blocked immediately.
- 3.15. To receive the retained Card back, please contact the Bank. The retained Card shall be returned to you within the following terms:
 - 3.15.1. 2 (two) business days if the ATM is on the premises of any of the Yerevan-based branches
 - 3.15.2. b) 4 (four) business days if the ATM is situated in any town where the Bank has a branch
 - 3.15.3. 10 (ten) business days if the ATM is situated in any other town or place where the Bank doesn't have a branch
 - 3.15.4. If your Card has been retained by the ATM of another bank, we will return it to you within 4 (four) business days from the time we receive the Card from the respective bank.

If you haven't taken the Card within 30 (thirty) days following Card retaining, we shall have the right to close the Card and destroy it.

- 3.16. To the extent permitted by law, and unless all of the following conditions are in place at the same time, we shall not be held liable for any direct or indirect losses you may incur through failure or malfunctioning of ATMs, POS-terminals or merchants:
 - 3.16.1. The Bank is at fault.
 - 3.16.2. Failure or malfunctioning occurred during working hours of the Bank.
 - 3.16.3. You have visited the head office or any branch of the Bank to withdraw cash available on the Card but were refused the service.

In any case, our liability shall be limited to the actual (direct) loss caused to you.

- 3.17. In case of unauthorized use of the Card or such threat, notify the Bank immediately and request to block the Card.
- 3.18. To improve the security of your Card, upon your request we can send you an SMS-alert each time you perform a transaction. The service is subject to the Bank fees. SMS-alerts can also be sent to the additional cardholder by consent of the Primary Cardholder. The purpose of SMS-alerts is to boost your chances of preventing fraudulent use of the Card. You receive alerts about all transactions and can immediately report to the Bank any suspicions of fraud, thus preventing further illegal use of the Card. SMS-alerts are aimed to boost your chances of preventing fraudulent use of the Card. The Cardholders receive SMS-alerts about all transactions and can immediately report to the Bank any suspicions of fraud thus preventing further illegal use of the Card.
- 3.19. You are required to inform the Bank promptly about any change in your mobile phone number available in our records if you have enrolled for the SMS-notification service or other services requiring use of mobile phone number (including USSD). Hereby you agree that if your information becomes known to third parties through you failing to inform us about changes in your phone number, such action shall not be considered disclosure of banking secrecy. The Bank shall not be held liable if the information stored on your mobile device or obtained via it has become known to other people due to access to your phone.
- 3.20. You may make all Card-related settings by yourself (via self-service devices or other distant banking channels (SMS, USSD, online/mobile banking)), which shall be considered your written instruction to the Bank and to the payment organization servicing your card.
- 3.21. Upon receipt of an SMS-alert you should check the transaction amount and status (executed, rejected, etc.). If you suspect fraud, promptly contact the Bank to block the Card.
- 3.22. For security considerations, when you pay online on websites providing 3D Secure authentication, whenever required by the website, you will be required to enter a one-time password you will receive during every such transaction either in an SMS sent to your mobile number available in the Bank records, or your email address, or via other means, including token, app, etc., whichever is applicable. We shall not be held liable if you don't receive the password due to any technical or other issue not related to our operations, which may result in failure of any of your operations.

- 3.23. For security considerations, we shall be entitled to change the card transaction and/or authorization procedure by requiring identification codes (one-time passwords, etc.) which will be made available to you either by texting to your mobile number registered in the Bank, sending it to your email or through other means (token, mobile app, etc.), whichever is applicable.
- 3.24. To protect yourself against fraudulent transactions, you may at any time during the validity period of the Card set and change transaction limits depending on the type or geographical coverage of card transactions. The limits shall be applicable only to transactions subject to authorization. In case of Card reissuance, the limit set on the Card earlier shall not apply to the reissued Cards, and you will have to set the limits once again for the reissued Cards by submitting a respective instruction to the Bank on an approved template form of the Bank.
- 3.25. For security considerations, the Bank can prohibit or restrict card transactions in higher-risk countries.
- 3.26. We may suspend service of your Card if we have good reason to suspect that the transactions with your Card are fraudulent. Such suspension will be lifted once we receive enough evidence of the authenticity of transactions or sufficient clarifications.
- 3.27. In case of closure of Card (cancellation or expiry of validity period) you must return the Card to the Bank. If for any reason you are unable to return the Card but you have it with you, you should destroy it by cutting through the magnetic stripe and the chip. We shall not be liable for any transactions made with your Card as a result of your failure to return the Card to us.

4. Card Loss, Theft or Unauthorized Use

- 4.1. If the Card has been lost, stolen or used without authorization (or you have such suspicion), please notify us or ArCa Processing Center immediately by any of the means below:
 - 4.1.1. the phone number specified on the Card, or
 - 4.1.2. (+374 10) 56 11 11 and (+374 12) 56 11 11, the Bank's 24/7 helpline, or
 - 4.1.3. (+374 10) 59 22 22 (ArCa Processing Center), or
 - 4.1.4. emailing us to cardsupport@ameriabank.am, or
 - 4.1.5. visit any branch during our open hours.
 - 4.1.6. Dial *116# from your phone number registered in the Bank.
- 4.2. We will block the Card within 15 minutes following your notification of the Card loss, theft or unauthorized use (such suspicion).
- 4.3. The verbal notice of the Card loss, theft or unauthorized use (such suspicion) should be confirmed in writing within reasonable time frames. The Bank shall be deemed properly notified upon receipt of the written notice.
- 4.4. You solely shall be liable for any and all Card transactions performed before the loss, theft or unauthorized use of the Card (such suspicion) was reported to us and the Card was blocked within the period specified in clause 4.2.
- 4.5. You shall also be liable for Card transactions performed after reporting the loss, theft or unauthorized use of the Card (such suspicion) to us, if such transactions don't require authorization (including over the Internet). To enable chargeback claims under transactions not requiring authorization, we will place your Card in the Stop-List upon your request as per the terms defined by the respective payment system. The service is subject to the Bank Tariffs.
- 4.6. The Cardholder shall indemnify the Bank against any losses and damages the Bank may suffer due to the Cardholder's failure to notify the Bank about the loss, theft or unauthorized use of the Card, as well as due to misuse of the Card by third parties before notifying the Bank.
- 4.7. We recommend replacing the Card in case of its loss, theft or unauthorized use. If you wish to continue using your compromised Card, you should request the Bank to unblock it. In such cases, any and all liability for the damages and losses you may incur due to the use of the compromised Card shall be borne solely by you.

5. Card Tokenization and NFC Mobile Payments

- 5.1. NFC mobile payments are contactless payments made through the Bank's app (the "App") or any other system (the "System") provided by another company and installed on a mobile device. To make an NFC payment, link your card to the App or the System and create the tokenized equivalent of the card (hereinafter the "Tokenized Card").
- 5.2. You may tokenize one or more cards at a time in the App or the System on one mobile device.
- 5.3. You may tokenize the same card in the Apps or Systems installed on various devices.
- 5.4. The App and the System will run and the card tokenization in your mobile app will be enabled solely if your mobile device has any active unlock security feature (fingerprint, facial recognition, PIN, etc.).
- 5.5. The App will run only on IOS mobile devices with IOS13 and higher operating systems supporting NFC technology. The System will run on the NFC-equipped mobile devices meeting the requirements of the System providers.

- 5.6. Security of your card data in the card tokenization process is guaranteed by respective payment system, depending on your card type.
- 5.7. You may tokenize any Visa card issued by the Bank and any MasterCard card, other than Cirrus Maestro.
- 5.8. You can make NFC mobile payments in any shopping center around the world that accepts the specified payment cards and has contactless POS-terminals.
- 5.9. To make an NFC mobile payment, unlock your phone by any unlock feature (fingerprint, facial recognition, PIN, etc.) and hold your smartphone close to the POS terminal.
- 5.10. NFC mobile payments and other transactions using a tokenized card and authentication data (upon request) are equivalent to card-present transactions. The Cardholder shall bear the same responsibility for the payments made with the tokenized card stipulated herein, as applies to card-present transactions.
- 5.11. Before card tokenization in the App or the System, you should make sure that only your biometric identification data are registered in the mobile device or the app (fingerprint, facial recognition, PIN, etc.), since only such data will be used for verification of transactions with tokenized cards. Where the biometric data (fingerprint, facial recognition, PIN, etc.) of other persons are used for identification in the mobile app or for access to the mobile device or for making transactions in the App or in the System, such data will be considered your identification biometric data, and the entire responsibility for the completed transactions will be borne by you. You must make sure that your identification (authentication) data are kept safe at a place which cannot be accessed by any third party.
- 5.12. The App may run without Internet connection provided that the tokenized card keys have been exchanged. When there is Internet connection, the tokenized card keys will be automatically exchanged (recharge of token numbers) on the 27th day. Hence, to make payments with a tokenized card, you need to have Internet connection at least once in every 27 (twenty seven) days.
- 5.13. The procedure for disputing transactions with a tokenized card is the same as for card-present transactions described herein.
- 5.14. In case of loss of the mobile device, or theft of your identification (authentication) data, or their availability to other persons, contact the Bank immediately to block the tokenized card. If you fail to do this, the Bank shall not be held liable for any transactions made with a tokenized card.
- 5.15. If the card is blocked, it may not be tokenized.
- 5.16. If your physical card is blocked, you won't be able to make transactions with the tokenized card linked to such blocked card.
- 5.17. Should you block your tokenized card, your physical card will remain unblocked.
- 5.18. Any provisions herein contained with respect to the tokenized cards will apply only in connection with tokenized cards and card tokenization by you. The mobile device and the System provider, the mobile operator and other websites and third party service providers connected to the System have their agreements and terms and conditions in place that you should comply with. So, you should provide your personal data to the specified person, use their services or visit the respective website only if such terms and conditions and the settings stipulated by the agreements are acceptable.
 - 5.18.1. The Bank shall not be held liable for the security of the mobile device and the services offered by the System provider or a third party, their accuracy, lawfulness, usability and uninterrupted operation and any other matter related to their use.
 - 5.18.2. Before tokenizing the card in the System, you must familiarize yourself with the conditions of the agreements of involved third parties.
 - 5.18.3. The Bank shall not be liable for and shall not provide any assistance in relation to any products and services of any third party, whether hardware or software related (including the mobile device and the system installed there), etc. In case of any issues or queries in relation to the products and services of the third parties, and personal details provided to them, you should contact directly such third parties to get the required support and assistance. In case of any questions in relation to the use of the System (other than issues related to the tokenized card), you should contact directly the support service maintaining the System.
- 5.19. Access to the tokenized card, its use and service depend on the scope of services provided by the operator of the System or the mobile service. The Bank is an operator neither of the System services nor of the network and doesn't oversee their actions. The Bank shall be responsible to you for any circumstance that can terminate, impede or otherwise affect the use of the tokenized card, disrupt the process of transactions with the specified card, including the cases of unavailability of the System or the mobile connection, slow telecommunication, slow network, limitation of the coverage of the mobile communication, communication failures and lock-outs.
- 5.20. Use of a tokenized card implies that you will provide your personal details electronically via the communication means of a third party. Since the Bank doesn't operate or supervise any such communication service, the Bank can't guarantee confidentiality or security of such data transfer. Moreover, your mobile device is initially configured by your mobile operator.

- 5.21. With respect to the personal or confidential information sent to or received by the Bank, the Bank will be entitled to restrict such connections depending on the security level, which will be determined at the Bank's discretion in accordance with its security criteria. Furthermore, the Bank shall not be held liable for failure to exercise the right stipulated in this clause.
- 5.22. By accepting these terms and conditions, you give your consent to receiving notification from the Bank or the System operator about the status of the services via the following communication channels: email, SMS, push notifications, the App or the System notification.

6. Transactions

- 6.1. Unless there are restrictions on the card transactions defined by any Card-specific terms and conditions, rates and fees and/or agreements, you may perform the following card transactions:
 - 6.1.1. deposit cash by/into the Card via cash-in machines or at our Cash Desk
 - 6.1.2. withdraw cash by/from the Card via cash-dispensing ATMs, POS-terminals or at our Cash Desk
 - 6.1.3. make money transfers via ATMs, at banks, as well as via bank websites, distant banking systems and ArCA online payment system
 - 6.1.4. pay for goods and services purchased from various merchants (including online stores), without cash
- 6.2. The amount you deposit into your Card through the Bank teller, or by a transfer from a Bank account to your Card Account normally becomes available on your online card balance within 10 (ten) minutes, provided there are no technical or software issues. As a rule such amounts become available on your card account within 10 (ten) minutes.
- 6.3. The amount you deposit into your Card via payment terminals of the Bank and the companies cooperating with the Bank normally become available on your online card balance within 5 (five) minutes, provided there are no technical or software issues.
- 6.4. The amount you deposit into your Card via ATMs of Armenia-based banks and organizations normally become available on your online card balance within 5 (five) minutes, provided there are no technical or software issues. As a rule such amounts become available on your card account the next business day.
- 6.5. Transfers to cards via ATMs, online platforms of banks and other organizations and distant banking systems are normally completed within 5 (five) minutes, provided there are no technical or software issues. As a rule, such amounts become available on your card account the next business day.
- 6.6. We will execute your payment orders within the terms defined in the Bank Tariffs.
- 6.7. As a rule, transfers from other banks become available to your card account within 3 (three) business hours, provided there are no technical or software issues.
- 6.8. ATM cash-in functionalities and restrictions with regard to transaction amount, face value of banknotes, etc., are defined by the ATM service providers and/or payment systems and normally displayed on the ATM for your reference.
- 6.9. The transaction amount will be debited to the Card immediately and processed to the Card Account within the following terms:
 - 6.9.1. next business day if the transaction was performed via ArCa system
 - 6.9.2. 2-3 days if the transaction was processed outside ArCa system
- 6.10. During card reissuance transactions via card account or the card which is still valid may become unavailable due to the difference in time frames necessary for registering cards in ArCa processing center.
- 6.11. The Bank shall not be liable for any losses and damages you may incur if the amount is made available on your Card/Card Account with interruption or delay or is activated on the Card Account with delay, including, but not limited to the following reasons: technical issues or failures and/or postponing, delay or non-performance of required actions by the third parties, including payment systems. Due to the specified reasons the amounts of the transactions made on the first business day of each month may be also made available on the card after the set terms.
- 6.12. Maximum cash withdrawal limit and maximum number of card transactions per day are defined in the Bank Tariffs. If you wish to withdraw an amount above the defined cash withdrawal limit, you should contact us and file a relevant application, having reviewed which the Bank will make a decision to increase the cash withdrawal limit or to reject the application.
- 6.13. Daily cashout limit for ATMs of Armenia-based banks is AMD 500,000 (five hundred thousand).
- 6.14. We may suspend, at our sole discretion, card transactions (block the Card), as well suspend your ability to administer your account and/or credited amounts for up to 120 days, as well as reject crediting of the transferred amount to the card account and/or transfer it back to the sender (including by debiting your card account) without additional instruction from you, by charging the commission defined by the Bank's Tariffs, if:

- 6.14.1. We have reasonable ground to believe or suspect that the amounts transferred or credited to the Card or card account are part of a chain of transactions or a single transaction involving card fraud, including when there is identification data of such questionable transaction in the fraud reports of international payment systems.
- 6.14.2. We have received information and written demand from the sending bank to qualify the transfer as a fraud and to return the amount of the transfer.
- 6.14.3. The transfer is connected with a cryptocurrency transaction and/or a party to the transaction is a person engaged in cryptocurrency trading.
- 6.14.4. You have outstanding liabilities to us
- 6.14.5. In other cases defined in the General Terms and Conditions of the Bank
- 6.15. We shall unblock the blocked Card on the same business day when we receive your written request, unless otherwise envisaged under these Terms and Conditions and the General Terms and Conditions of the Bank. If the Card had been blocked/the card account had been frozen at the initiative of the Bank, we shall lift the block or the freeze on the same day when the reasons for blocking or freezing are discharged (including on the basis of information received from you), unless otherwise envisaged under these Terms and Conditions and the General Terms and Conditions of the Bank.
- 6.16. Accrual and charging of Card service fees shall continue during the block period.
- 6.17. Any transaction recognized as a transaction with the use of your Card shall be deemed your liability.
- 6.18. The card transaction and the chargeback transaction shall be deemed two different transactions and both shall be shown on your account Statement.
- 6.19. You may obtain duplicates of card transaction proofs at the Bank subject to our Tariffs.

7. Fees and Charges

- 7.1. You will pay us Card service-related fees specified in the Bank Tariffs unless there is other arrangement between you and us.
- 7.2. The first annual service fee shall be due upon ordering the Card while all the other payments shall be due in advance as prescribed under the Bank Tariffs.
- 7.3. If you use the card and other services under the salary project developed by the Bank, your card and banking services shall be subject to the effective preferential terms and tariffs of the given salary project, as amended from time to time in agreed order and cases.
- 7.4. If you no longer receive your salary via the Bank or your employment agreement has been terminated for any reason, the Bank shall be entitled to fully or partially suspend the special terms and tariffs of your Card or other banking services under the salary project and from that moment on apply the terms and tariffs of cards and other banking services effective in the Bank at that time, or other preferential or special tariffs and terms defined for that particular card type, service or Cardholder at the Bank's discretion.
- 7.5. If card transactions or service fees go beyond your Payment Limit, your Card Account will be overdrawn, and you will pay an over-limit fee subject to the Bank Tariffs.
- 7.6. We shall charge any and all Card service and other related fees, including over-limit amounts and over-limit fee, all amounts payable, through direct debiting without further notice to you or payment instruction on your side. The amount will be first charged to your card account, and if there are no funds in such account, to your current or savings accounts (including in other currencies) with the Bank, and if there are no funds in such accounts, to your other card accounts (including in other currencies). You should make sure that there are sufficient funds on your bank accounts with the Bank at all times to make the payments specified in this clause. If the currency of the amount and the account to be charged differ, the fees for the card issuance, service, reissuance or provisions provided for under the Card Rates and Fees will be charged after exchange at the average CBA exchange rate of the respective currencies, while all the fees relating to the Card/Card Account transactions shall be exchanged at the then-effective exchange rates of the Bank.
- 7.7. Amounts of canceled transactions refunded to you by the Merchant shall be charged back to your card account after deduction of chargeback fees (if any). Irrespective of whether or when the amount of canceled transaction was charged back to your account, you shall fully repay your liability to the Bank arising out of such transaction.
- 7.8. We shall not be held liable for any fees for services provided by the Merchant charged to your card account.

8. Currency Exchange

- 8.1. You may perform card transactions both in the Card and a different currency.
- 8.2. If you make a transaction in a currency other than the currency of your Card, it will be converted into the Card Account currency for processing purposes.

- 8.3. The exchange rates of transaction processing and transaction authorization may vary.
- 8.4. During transaction authorization the transaction value is converted into the card account currency in the following manner:
- 8.4.1. In case of inbound transactions, the transaction value is converted into the card account currency at the average CBA market rate of the card account currency effective at that time, +2% (other than Arca MIR cards for which +4% is applied).
- 8.4.2. In case of outbound transactions, the transaction value is converted into the card account currency at the average CBA market rate of the card account currency effective at that time, -2% (other than Arca MIR cards for which -4% is applied).
- 8.5. During transaction processing the transaction value is converted into the card account currency in the following manner:
- 8.5.1. AMD transactions in the territory of Armenia with cards in foreign currency issued by the Bank

Card account currency	Transaction currency	Conversion
USD, EUR	AMD	Transaction is processed based on the Bank's sell rate for the card currency effective on the banking day preceding transaction processing date.
USD, EUR	AMD	Transaction is processed based on the Bank's buy rate for the card currency effective on the banking day preceding transaction processing date.

8.5.2. International transactions with cards issued by the Bank¹¹

Card account currency	Transaction currency	Conversion
AMD/USD/EUR	Currency	If transaction currency is the same as card currency, no conversion is performed.
AMD/EUR	USD	Transaction currency is converted into card currency at the exchange rate set by the Bank for the banking day preceding transaction processing date ¹² . Sell rates apply to outbound transactions, while buy rates apply to inbound transactions.
AMD	EUR	Transaction currency is converted into USD by VISA or MasterCard at their respective exchange rates (in case of VISA cards, conversion from another currency into USD is performed at the VISA exchange rate +2% for outbound transactions and VISA exchange rate -2% for inbound transactions). Thereafter USD is converted into card currency at the exchange rate set by the Bank for the banking day preceding transaction processing date. Sell rates apply to outbound transactions, while buy rates apply to inbound transactions.
USD	EUR	Transaction currency is converted into USD by VISA or MasterCard at their respective exchange rates (in case of VISA cards, conversion from another currency into USD is performed at the VISA exchange rate +2% for outbound transactions and VISA exchange rate -2% for inbound transactions).
USD, EUR	AMD	Transaction currency is converted into USD by VISA or MasterCard at their respective exchange rates (in case of VISA cards, conversion from another currency into USD is performed at the VISA exchange rate +2% for outbound transactions and VISA exchange rate -2% for inbound transactions). Thereafter USD is converted into card currency at the exchange rate set by the Bank for the banking day preceding transaction processing date. Sell rates apply to outbound transactions, while buy rates apply to inbound transactions.
AMD/USD/EUR	Other currency	Transaction currency is converted into USD by VISA or MasterCard (in case of VISA cards, conversion from another currency into USD is performed at the VISA exchange rate +2% for outbound transactions and VISA exchange rate -2% for inbound transactions). Thereafter USD is converted into card currency at the exchange rate set by the Bank for the day preceding transaction processing date. Sell rates apply to outbound transactions, while buy rates apply to inbound transactions.

- 8.6. We shall not be held liable for any losses you may suffer due to the difference caused by the exchange rates used during conversion.

¹¹ Other than Arca MIR cards for which the transaction amount is converted into card account currency at the exchange rate defined by MIR payment system as of the transaction processing date.

¹² The Bank sets buy and sell rates for all the specified currencies.

9. Statements

- 9.1. We will provide to you account Statements within the time frames provided for under the laws and regulations of Armenia, in the manner defined by the laws and regulations of Armenia and/or determined between you and us in advance. The Statement can be withheld in cases defined by the legislation of Armenia.
- 9.2. If you do not dispute the Statement within 30 (thirty) days after its date, the statement will be deemed accepted by you. If you inform us in writing about your disagreement with Statement entries within the term defined herein, we will provide to you a complete response within 90 (ninety) days after receiving your claim. Claims received after the specified period will be handled in accordance with the Armenian legislation, procedures defined by ArCa, VISA and MasterCard payment systems and/or our internal regulations.

10. Disputing

- 10.1. If you have any objections or disagreement with regard to card transactions, you can file a chargeback application with us not later than within 30 (thirty) days following receipt of the Statement. Together with the application you should enclose supporting documents and any other information we may reasonably request.
- 10.2. You can also file a chargeback application if the transaction you made at the Merchant has been canceled but the Merchant has not returned the amount of the canceled transactions within the set period or within the terms below:
 - 10.2.1. 10 (ten) days after cancellation if the transaction was executed in Armenia
 - 10.2.2. 30 (thirty) days if the transaction was executed in other countries
- 10.3. We shall not be liable for your card transactions, however, we will use our best efforts to help you in resolving the issue. Failure to resolve the issue shall not release you from your liabilities to the Bank.
- 10.4. Disputing of transactions executed at merchants shall not be considered a complaint or claim against the Bank and our actions shall be limited to intermediation and facilitation only.
- 10.5. If the investigation shows that you did make the disputed transaction or the transaction is a result of breach of Card rules, you will be charged a fee pursuant to the Bank Tariffs.
- 10.6. We will respond to your chargeback application within the following terms:
 - 10.6.1. 40 (forty) days upon receipt of application if the transaction was made via ArCa
 - 10.6.2. 60 (sixty) days upon receipt of application if the transaction was made via international payment systems
 - 10.6.3. 10 (ten) business days after receipt of application for cash-in/out transactions via our ATMs (e.g. if the ATM has not dispensed the cash, but the amount was debited to your account; or you have loaded cash into the ATM but the amount was not credited to your account)
- 10.7. Where chargeback is requested for contactless card transactions the Bank shall compensate for the amounts debited to the Cardholder's account within 5 (five) days upon receiving the Cardholder's chargeback application, provided that the Cardholder followed the Card use and security rules, otherwise the Bank shall provide the response to the chargeback application within the term specified in the Terms and Conditions.

11. Additional Card

- 11.1. The Cardholder (Primary Cardholder) can request the Bank to issue Additional Cards linked to the Primary Card in the name of the Primary Cardholder or another person.
- 11.2. The type of Additional Card may differ from that of the Primary Card, but it should be of the same or lower class. Contactless Sticker can be used as option of Additional Card.
- 11.3. Any Additional Card linked to a credit Card shall be a credit Card, too.
- 11.4. An Additional Card shall be issued for the term defined for given card type by the Bank Tariffs, irrespective of the validity term of the Primary Card.
- 11.5. No separate password will be required for the Additional Card. All Additional Card transactions requiring entry of password should be performed by the Primary Cardholder using the password of the Primary Card.
- 11.6. If according to the Terms and Conditions it is necessary to contact the Bank to confirm receipt of the Card and PIN in case of delivery of Additional Card by a postal/courier service, the Primary Cardholder should contact the Bank
- 11.7. All transactions with the Additional Card shall be processed to the Primary Card Account.
- 11.8. Total transactions with the Primary and Additional Cards should not exceed the Payment Limit of the Primary Card.
- 11.9. The Primary Cardholder may assign a separate monthly Payment Limit to each Additional Card.

- 11.10. All liabilities deriving from the use of the Primary and Additional Cards shall be deemed the Primary Cardholder's liability to the Bank.
- 11.11. Upon expiry of the validity period of the Additional Card, we will reissue the Additional Card in accordance with these Terms and Conditions. We can provide the reissued Additional Card to the Additional Cardholder without any notice to the Primary Cardholder.
- 11.12. Additional Cardholder must notify us about decease, incapacity, insolvency or bankruptcy of the Primary Cardholder and not use the Card if such circumstances have become known to him/her.
- 11.13. Sticker cannot be used for online transactions and should not be attached to the surface of objects having metal radio shielding parts (such as phones, etc.).

12. Card Closure

- 12.1. Subject to these Terms and Conditions and approved internal regulations and bylaws of the Bank, we have the right to terminate any and all card transactions (cancel the Card) and close your Card Account in the following cases:
 - 12.1.1. if the Cardholder has outstanding liabilities to the Bank arising out of the Card use, which were not paid by the Cardholder within 30 (thirty) or more days upon receipt of the Statement showing such transactions
 - 12.1.2. if the Cardholder has other outstanding liabilities to the Bank
 - 12.1.3. in case of decease or bankruptcy of the Cardholder, based on properly documented notice of such fact
 - 12.1.4. in other cases prescribed under the Payment Card Terms and Conditions, our General Terms and Conditions and Armenian laws and regulations.
- 12.2. Whenever a Card is closed, all Additional Cards are closed, too.
- 12.3. In case of the Card closure you must return the Card and the Card Package, if any, to us.
- 12.4. If we close the Card at our initiative, we may request you to pay all outstanding liabilities you have to the Bank.
- 12.5. You have the right to cancel the Card and close the Card Account at your sole discretion, giving us prior written notice and paying all Card-related liabilities to the Bank in full.
- 12.6. The Additional Card may be closed both by the Primary Cardholder and the Additional Cardholder.
- 12.7. In case of termination of the Card and/or Card Package before the expiry date the charged service fee will not be refundable.
- 12.8. Card closure shall not terminate your outstanding liabilities to the Bank, including interest and penalties accrued.
- 12.9. In case of Card closure you will also be required to pay all dues under the transactions made before the closure date but reported to us after Card closure.
- 12.10. 3 (three) business days after Card closure and processing of all Card-related transactions to your Card Account we will transfer the balance remaining on your Card Account to your other accounts with the Bank in the following order, depending on availability of accounts:
 - 12.10.1. current account in the same currency
 - 12.10.2. other Card Account in the same currency
 - 12.10.3. current account in Armenian drams
 - 12.10.4. other Card Account in Armenian drams
 - 12.10.5. other current account in foreign currency
 - 12.10.6. other card account in foreign currencyIf you don't have other accounts with us, further service of your Card Account shall be subject to the current account service terms and the Card Account will be closed only after the balance is zeroed out.