PUBLIC OFFER

Tashkent

June 15, 2024

This document is an official offer (Public Offer) of JSCB “TBC Bank” (hereinafter referred to as the “Bank”) to individuals who hold EMV plastic bank cards (hereinafter referred to as the “User”) to enter into an agreement for consulting services in accordance with Art. 367 and part 2. of Article 369 of the Civil Code of the Republic of Uzbekistan within the framework of the “TBC UZ” Application. The User's performance of the actions provided for in this Offer means its unconditional agreement with the conditions below (acceptance of the Offer). The agreement is concluded from the moment the User agrees by clicking the appropriate button.

In everything that is not directly specified for in the Agreement, the Parties are guided by the applicable legislation of the Republic of Uzbekistan and business customs.

1. TERMS AND DEFINITIONS

Analytical service “PFM” (hereinafter referred to as “Service”)– an information technology solution in the relevant section of the TBC UZ application, with the support of which the Bank consults Users on their finances by providing information on all transactions made using the User’s existing and attached bank cards in the Bank, provides the ability to view statistics on expenditure/receipt transactions, receive analytical, consulting and other materials on the User’s personal finances, and perform other actions provided for by the functionality of the Service.

User – a legally capable individual, holder of a plastic EMV Bank card attached to the “TBC UZ” application.

Bank (plastic) card - online payment card issued by the Bank of the Republic of Uzbekistan.

Application – Bank’s RBS system is a hardware and software complex, a software product in the form of a mobile application “TBC UZ” available for download in the Apple AppStore and Google Play.

2. SUBJECT OF THE AGREEMENT AND PROCEDURE OF ACCEPTANCE

2.1. The Bank provides Users of EMV plastic cards with the opportunity to use the Service, through which the Bank advises Users on their finances by providing information about all transactions made using the User’s bank cards, provides the opportunity to view statistics on expenditure/receipt transactions, and receive analytical, consulting and recommendation materials about the User’s personal finances, as well as perform other actions provided for by the functionality of the Service.

2.2. Acceptance of this Offer, as well as agreement with the terms of the Service, is ensured by clicking the appropriate button in the Application.

2.3. The User can learn themselves with the full functionality of the Service in the Application in the appropriate section.

3. COST OF SERVICES AND PAYMENT PROCEDURE.

3.1. The Service is available in two categories:

Free version: The user has access to information only on transactions on Bank accounts and cards.

Paid version: The user has access to information on transactions on all Bank accounts and cards of any banks of the Republic of Uzbekistan attached to the Application.

3.2. The cost of the Paid version of the Service for Users is set at 10,000 (ten thousand) UZS per month.

3.3. The Paid version of the Service can be purchased for a year in the amount of 90 ,000 (Ninety thousand) UZS.

3.4. Funds are debited automatically from one of the User's bank cards attached in the Application upon activation of the Service and selected by the User for payment. Further debits occur monthly on the day of the month in which the first payment is made. If the Paid version is purchased by the User for a year, the debit shall be made after a year, on the calendar day of the first payment.

3.5. Funds are written off only if the balance of the card from which the debit is made is equal to or greater than the amount of the fee for using the Paid Service.

3.6. If the User's card balance does not allow funds to be debited for using a Paid Service (the card balance is less than the fee for using the Service), the Service remains available for one day. If during this day the card is not topped up to the amount required to charge the fee for using the Paid Service, the Paid Service shall become unavailable to the User.

3.7. Paid Service can be resumed from the moment the User pays for it again.

4. OBLIGATIONS OF THE PARTIES

4.1. The Bank shall:

- provide the opportunity to use the Service;
- ensure the safety of the User's personal data, information about which become known to the Bank during the provision of the Service.
- provide the functionality of the Paid version of the Service if the User pays for the Paid version of the Service.

4.2. The User shall:

- comply with the requirements of this Offer;
- independently ensure the information security of the device through which the Service is received;
- do not use the Service for illegal purposes.
- have sufficient funds on the card to make a payment for using the Service, if the Paid version is activated by the User.

4.3. The Bank has the right to unilaterally make changes to this Offer and the functionality of the Service. Changes to the Offer come into force after 10 days from the date of publication of the text of the changes on the Bank's website. Changes to the functionality of the Service are made when updating the Application.

4.4. If the cost of the Service is changed, the new prices shall come into force for Users from the new calendar month. In case of disagreement of the User with the change of prices, the User shall inform the Bank of its disagreement. In this case, the current term of the Service shall remain in force until the end of the month and shall be cancelled at the end of this period.

5. RESPONSIBILITY OF THE PARTIES

5.1. The Parties are responsible for non-fulfillment or improper fulfillment of the terms of this Agreement in accordance with the legislation of the Republic of Uzbekistan.

5.2. The User is responsible for any losses or other negative consequences arising from failure to fulfill or improper performance of obligations under this Agreement.

5.3. The User is solely responsible for the safety of its personal data when entering it on a device that uses unsecured connections or is at risk from malicious programs and applications.

5.4. The Bank is not responsible for improper fulfillment of the terms of the Agreement if such failure is a consequence of failure to fulfill the terms of the Agreement by the User.

5.5. The Bank is not responsible for any losses incurred by the User due to the fact that the User does not learn and (or) does not timely learn with the terms of this Offer.

5.6. The Bank is not responsible for improper fulfillment of the terms of the Agreement if such failure is caused by reasons beyond the control of the Bank. The scope of control of the Bank is limited only to the reliability of information received during the use of the Service, and does not include liability for failures that occurred due to the fault of the third parties, or in connection with the introduction of bans or restrictions by government or judicial authorities.

5.7. The Parties are released from liability for non-fulfillment or improper fulfillment of obligations under the Contract if this non-fulfillment is the result of force majeure circumstances that arise after the conclusion of the Contract as a result of extraordinary events that the Party could neither foresee nor prevent by reasonable measures (force majeure).

6. TERMINATION

6.1. The User has the right to refuse to use the Paid version of the Service at any time by disabling it (the "Cancel subscription" button in the corresponding section of the mobile application). The free service shall always be available to Users.

6.2. In this case, the amount withdrawn from the User's card as payment for the current period of the paid version of the Service is not refundable.

6.3. The Service shall not be disabled automatically if the User deletes its account in the Application within which the Service operates. Disabling the Paid version of the Service is ensured only in accordance with Clause 6.1. of this Offer.

7. PROCEDURE FOR CONSIDERATION OF DISPUTES

7.1. Any dispute arising from this Agreement must be resolved amicably or through a claim procedure based on a written request from the User. The period for consideration of the application and the requirements for its content are determined by the current legislation of the Republic of Uzbekistan.

7.2. If the dispute that arises is not resolved through a claim procedure, it is subject to consideration in court at the location of the Bank.

8. OTHER PROVISIONS

8.1. In everything that is not directly provided for in the Agreement, the Parties are guided by the current legislation of the Republic of Uzbekistan and business customs.

8.2. By accepting this Offer, the User confirms its unconditional agreement with all the terms of the Agreement and undertakes to fulfill it.

9. BANK DETAILS

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