

## PUBLIC TERMS ON RENDERING REMOTE BANKING SERVICES TO CORPORATE CLIENTS OF THE BANK

### CHAPTER 1. PURPOSE

1. These public terms regulate the relations between "ID Bank" CJSC and the Client in terms of the use of Systems of rendering remote banking services (online and mobile banking).

### CHAPTER 2. DEFINITIONS AND ABBREVIATIONS

2. The definitions and abbreviations used in this document have the following meanings:

- 1) *Bank*: "ID Bank" CJSC;
- 2) *Terms*: public terms of the use of Systems of rendering remote banking services (online and mobile banking);
- 3) *Mobile Banking*: A system that enables the Bank's client to view the information about transactions performed on its accounts and/or perform transactions /including operations related to the transaction/ through "IDBusiness Mobile" mobile application;
- 4) *Online banking*: an online system that allows the Bank's client to view information on transactions made with his accounts and/or perform transactions (including transactions-related actions) through the IDBusiness.am platform;
- 5) *System*: A system of rendering remote banking services,
- 6) *User*: System user,
- 7) *Client*: A legal entity or private entrepreneur who is an Account holder of the Bank. Furthermore, the term "Client" is used in these terms to refer to a User to the extent that the regulation applies to the User;
- 8) *Username*: Client's telephone number which the latter has used to register in the System
- 9) *Password*: A combination of letters, numbers, and symbols created by the User and used by the System to identify the User and allow access to and use of the System's services;
- 10) *PIN code*: A combination of numbers created by the User that the System recognizes as the latter's signature and allows the former to perform transactions as well as make modifications to the Password and other data defined by the Bank.
- 11) *Biometric identification*: Fingerprint or face identification through the mobile banking system

### CHAPTER 3. GENERAL PROVISIONS

3. Through the Systems the Bank enables the Clients to view transactions performed through their accounts as well as to perform transactions.

4. In order to receive access to performing operations through the Systems the Bank establishes a requirement for proper identification. Moreover, a proper identification defined by this provision is the identification performed at the premises of the Bank by visiting any branch of "ID Bank" CJSC, or outside the bank's territory, the identification performed by the Bank employee via a telephone call. The

identification of the Client is performed in accordance with the procedure defined by the RA legislation, legal acts approved by the RA Central Bank and the Bank's internal legal acts.

5. The Client's username, password as well as the PIN code are created by the Client while registering in the System and can be changed by the Client except for the Username, which is changed by the Bank.
6. Each time the Client accesses Mobile Banking and online banking, he/she must undergo authentication, which requires the Client to enter its username, password, and PIN code (unless the Client has activated biometric identification) and the System to automatically identify the Client's username, password, and PIN code.
7. If the Client did not exit the Mobile Banking application (but simply closed it), only the PIN code will be required for access (unless the Client has enabled biometric identification). If the Client has enabled biometric identification, there will be no need for the PIN code; instead, a biometric identification will be performed.
8. This document is a Public agreement which shall be deemed accepted by the Client electronically by pressing the accept button in the System.
9. The Client acknowledges and accepts that the Bank is entitled to unilaterally change the Terms and notify the Client in accessible places and means, specifically:
  - 1) On the official website of the Bank at <https://www.idbank.am/>, and/or
  - 2) By posting the information on information boards in the Bank's branches and other locations where Clients are served, and/or
  - 3) By means of communication that allow the Client to receive and confirm that the information has been sent by the Bank, such as by mail, sending an SMS to the telephone number registered at the bank, or sending an e-mail to the e-mail address registered at the bank.
10. The Bank shall publish the information mentioned in this chapter at its own discretion by one or more of the above-mentioned means of communication. Changes to the terms shall take effect after notifying the Client of such changes at the moment of performing the first transaction in the System, and will be deemed accepted by the Client.

#### CHAPTER 4. IDENTIFICATION

11. The identification defined for the purpose of receiving access to carry out operations through the System is performed:
  - 1) In the Bank branches
  - 2) Via a phone call,
  - 3) By the system, by following the relevant instructions.
12. In order to be identified in one of the branches of the Bank, the Client submits to the Bank the identity document of the Client/Authorized person, as well as the power of attorney if necessary. The procedure and requirements for submission of the power of attorney are

defined by the rules of opening and maintenance of bank accounts of Legal Entities and Private Entrepreneurs through the following [Link](#). The Customer shall undergo identification by following the sequence of steps provided by the Bank

13. To be identified by phone, the Client calls through his registered phone number with the Bank (+37410) 59 33 11 or +37410 59 33 33 (or the Bank employee may contact the Client if the latter has applied through remote service systems, by e-mail, or if the Bank employee has otherwise received information that the Client wants to use the System), identification is performed by following the sequence of steps provided by the bank.

14. The identification of a Client performed under the procedure and conditions provided for in paragraph 4 of these terms shall be deemed as proper identification and is sufficient to establish business relations with the Client.

15. After passing the identification process in the Mobile Banking system, the Customer can also use the Online Banking system with the same Username, Password and PIN code.

#### CHAPTER 5. SOME RULES FOR PERFORMING TRANSACTIONS

16. The input of the PIN code in the System is considered as an electronic signature and allows the Client to confirm transactions. In case if the Client has activated biometric identification no PIN code will be required in the Mobile banking system and the transactions are confirmed by means of biometric identification.

17. The Client acknowledges and accepts that the responsibility for the technical solution of biometric identification is borne by the organization that created the corresponding equipment and solution.

18. The Client acknowledges and accepts that the electronic signature described in this section is equivalent to and has the same legal force as the handwritten signature of the Client and/or the authorized person, and the electronic documents signed by the latter electronically entail legal consequences arising from the content of the given document.

19. The terms and tariffs defined by the relevant contract /agreement/ of the given transaction and/or information bulletins of the given transaction/service published on the Bank's official website at [www.idbank.am](http://www.idbank.am) shall be applied to transactions concluded through the use of the System.

#### CHAPTER 6. SECURITY

20. The Bank applies its best efforts towards making the System and the transactions concluded through the latter more secure. With advances in technology the Bank regularly improves the security measures of the System, thus becoming also entitled to unilaterally change both the technical terms of

using the System and define new methods and requirements for providing authority to the Client to perform transactions and for identification, authentication, as well as electronic signature for each transaction at any time.

21. The Bank and the Client acknowledge that in order to best ensure the security of the System and transactions performed through the latter, both the Bank and the Client are equally endowed with obligations. Accordingly, these Terms define the following obligations of the Bank and the Client subject to mandatory performance:

22. The Client undertakes to:

- 1) Maintain the confidentiality of the password and the PIN code for accessing the System.
- 2) Not to authorize third-party access to the System. Ensure the physical security as well as malware protection of their technical devices (smartphone, tablet, computer, etc.) used to access the Systems.
- 3) Notify the Bank immediately at (+37410) 59 33 11 or +37410 59 33 33 if the username, password and PIN code provided for accessing the System become available to third parties, if their technical device provided for accessing the System is lost, in cases of unauthorized access, or in any other suspicious cases and cases containing risks.

Moreover, the Client shall bear the risk of failure to perform or improper performance of the obligations defined in this paragraph, as well as the legal consequences arising from it. The Bank shall not be liable for any losses incurred by the Client as a result of non-performance or improper performance of the obligations by the Client.

23. The Bank undertakes to:

- 1) Block the Client's System as soon as the Client notifies the Bank of the need to block in accordance with the procedure specified in subparagraph 3 of paragraph 22 of these Terms.
- 2) Ensure the continuance of the System's security measures.
- 3) Make every effort possible to improve the System's security measures.
- 4) Maintain the confidentiality of the Client's data that has come to the Bank's knowledge in accordance with the procedure and within the framework established by RA legislation.
- 5) Respond to the Client's written and verbal enquiries about the use of the System.

24. If the Client fails to perform its obligations under the Terms, or if the Bank suspects illicit use of the System, the Bank retains the right to suspend the Client's access to the System.

25. The Bank shall not be liable for any damages incurred by the Client as a result of the Client's failure to perform its responsibilities under these Terms, as well as for damages incurred through no fault of the Bank.

26. The Client acknowledges and accepts that compliance with the requirements provided by the Terms is in its best interest, and that failure to comply with those requirements may lead to negative consequences for which the Bank shall not be liable.