

Terms for digitization of cards issued by “ACBA Bank” OJSC in Payment wallets and Payments made by digitized cards (hereinafter referred to as the Terms)

1. Definition clause

Service provider - Payment equipment manufacturer.

Payment wallet - The software installed on the Payment equipment, which exclusive rights belong to the Service Provider. It is an application for payment equipment, which allows you to make payment transactions.

Terms of the Service provider - Licensed Software Agreement and Other Terms of the Service provider, that are set forth between the Customer and the Service Provider.

Bank - “ACBA BANK” OJSC, 0002, Yerevan 82-84 Aram street.

Agreement - Payment card terms and conditions

Customer - An individual, who has an agreement with the Bank.

Contactless transaction - A transaction made with a digitized card by Payment equipment.

Identification data - Identification data used for payment transactions: password, biometric data (FaceID, TouchID), PIN code, Passcode or other identification data, which are activated on the Payment device. Identification data is equivalent to the PIN code of the Payment card. **Digitized card** - The digital equivalent of the Customer 's Payment Card in the Payment Wallet for making Contactless transactions. It can be created both directly by entering the Payment Card data in the Payment Wallet or by selecting the Payment card in the mobile application of Bank:

Payment card - Payment card issued by the Bank in the name of the Customer on the basis of the Bank and Customer Agreement.

Payment equipment - Equipment to which the Customer attaches his / her Digitized card in order to make Contactless transactions.

Policy Privacy - The Policy Privacy of the Bank, which is available at separate link: <https://www.acba.am/uploaded/Privacy-Policy.pdf> .

Digital art - The virtual art of the digitized card.

Payment transaction - All types of transactions made with a Digitized card.

2. Term clause

2.1. These Terms set out the terms and conditions of the use of Digitized cards in Payment wallet. It is an integral part of the Agreement.

2.2. In case of contradiction between the Contract and the Terms, the Agreement shall prevail.

3. The main principles of the process

3.1. Execution of Payment transactions

3.1.1. The Payment Wallet allows the Customer to attach the Digital equivalent of his/her Payment Card to Payment Equipment in order to make the Payment transactions presented below.

3.1.1.1. Contactless transactions with POS terminals serving contactless payments located in stores,

3.1.1.2. Contactless transactions through ATMs serving contactless cards,

3.1.1.3. Payments in web platforms or in applications, where the possibility to accept payment of Service provider is integrated.

3.1.2. The Customer enters the card data in the Payment Wallet, after which the Digital art of the card is presented in the Payment Wallet.

3.1.3. To make a transaction the Customer needs to select the Digitized card, hold the Payment equipment directly over the POS terminal serving contactless payments and unblock the Payment equipment with Identification data. The Customer can make the most frequently used card as a default card in the Payment Wallet and make the payments without selecting the card from the card list.

3.2. Data and transaction history review

3.2.1. The Payment wallet allows the Customer to review the following data of the Digitized card:

3.2.1.1. The status of the Digitized card : blocked or unblocked.

3.2.1.2. The history of transactions made with the Digitized card displaying “data”, “amount”, “store” and other data.

3.2.2. The payment wallet does not display information about transactions that were not made in the Payment wallet with a Digitized card.

3.3. The Customer rights and responsibilities

3.3.1. The Customer is obligated to:

3.3.1.1. To get acquainted with Terms of Service provider and observe all the requirements set by them.

3.3.1.2. Make sure that there is no Third party Identification information in the settings of Payment equipment, before creating a Digitized card in Payment Wallet. If the Payment transaction is made with the approval of the Third party Identification data registered in the Payment equipment settings, the Payment Wallet identifies them as Customer data.

3.3.1.3. Ensure the confidentiality of Identification data.

3.3.1.4. Notify the Bank immediately in order to block the Digitized card, in cases when the Identification data or Digitized card data becomes available to Third parties.

3.3.1.5. The Customer is responsible for all Payment transactions made with his/her Digitized card.

3.3.1.6. In case of loss of Payment equipment, Identification data or theft of Digitized card data, it is necessary to inform the Bank immediately in order to block the Digitized Card.

3.3.2. Customer has rights to:

3.3.2.1 Digitize Payment Cards for which the Bank provides the opportunity to digitize, terminate the activity of the digitized card by blocking it, unblock the blocked Digitized card by applying to the Bank, remove the digitized card. The removed Digitized card cannot be recovered, a new Digitized card must be created.

3.3.2.2. Digitize the Payment card in different Payment equipment.

3.3.2.3. Apply to the Bank to appeal payment transactions. The procedure for appealing transactions made with the Digitized card is the same as for transactions made with the Payment card.

3.4. The Bank rights and responsibilities

3.4.1. The Bank is obligated to:

3.4.1.1. Provide 24-hour support for Digitized cards by +37410318888 phone number.

3.4.2. The Bank has rights to:

3.4.2.1. In order to activate the Digitized card, request additional identification from the Customer by asking to enter the one-time password sent to his / her main telephone number registered in the Bank. In case of absence of the main telephone number in the Bank, the Customer must call the Bank Call Center.

3.4.2.2. In certain cases, unilaterally block the Digitized card if the Payment card is blocked.

3.4.2.3. Reject the attempt to digitize the Payment card as a result of the analysis of the parameters obtained in the digitization process.

3.4.2.3. Block the Digitized card, if :

3.4.2.3.1. The Customer does not fulfill the obligations set forth in the Terms.

3.4.2.3.2. The transactions made with the Digitized card are considered suspicious by the Bank.

3.5. Terms and Agreements with Third parties

3.5.1. The Terms govern only the Bank and the Customer relationship. The Customer may have other terms or agreements with the Service provider or other Third party companies that the Customer undertakes to fulfill. The Bank is not responsible for Payment wallet malfunctions, interruptions, malfunctions or breakdowns of Third party companies. In case of problems or questions arising during the services provided by third parties, the Customer should contact the relevant company.

3.6. The service fee

3.6.1. There are no additional tariffs for the Digitized card by the Bank.

3.6.2. The Bank is not liable for all financial expenses incurred as a result of the use of the Payment Wallet that are not conditions set by the Bank.

3.7. Dispute settlement

3.7.1. Any dispute arising out of the Terms shall be settled in accordance with the dispute settlement of the Agreement.

4. Privacy and security

4.1. The usage of the Customer personal data

4.1.1. The use of the customer's personal data is carried out exclusively within the limits of the Banking legislation.

4.1.2. The customer gets acquainted with and accepts the condition that the Bank is authorized to collect, process, and use personal and technical data for the following purposes:

4.1.2.1. The updates and improvements of the services and products provided by the Bank.

4.1.2.2. Security services provided by the Bank.

4.1.2.3. Fraud prevention.

4.1.2.4. The Bank has the right to send information about Payment transactions, Digitized card status change, as well as messages about marketing offers and campaigns to the Customer by E-mail or SMS.

4.1.2.5. During the digitization of the card, the security of the Customer card data is guaranteed by the relevant international payment system.

5. Changes in Terms

5.1. The Bank has the right to make changes to the Terms without additional confirmation by the Customer, including the suspension of the digitization of specific payment system card or the use of the Digitized card, the possibility of card digitization in new Payment wallet, termination of cooperation with the specific Payment wallet or start of cooperation with the new Payment wallet.

5.2. The Bank undertakes to publish the changed data on its official website: www.acba.am.

5.3. The Bank may, at its discretion, send the new edition of the Terms to the E-mail address of the Customer registered in the Bank.