



Public offer
(about the use of mobile application of JSCB "TBC BANK")

Tashkent city

This document is an official offer (Public Offer) of JSCB "TBC Bank", hereinafter referred to as the "Bank", addressed to any legally competent individual having a bank card (issued by commercial banks of the Republic of Uzbekistan), hereinafter referred to as the "Customer", to conclude a service agreement in accordance with Article 367, part 2. Article 369 and Article 370 of the Civil Code of the Republic of Uzbekistan on use of mobile application of the JSC TBC Bank (hereinafter referred to as the "Agreement").

Performance by the Customer of actions, stipulated by this Offer, means his/her unconditional consent to the following conditions (acceptance of the Offer). Once the Offer has been accepted the Agreement is considered to be concluded.

In all other respects not specified herein, the Parties shall be governed by the applicable legislation of the Republic of Uzbekistan, legislation on electronic document circulation and business practice.

1. TERMS AND DEFINITIONS

Mobile application of "TBC BANK", JSCB is a specialized software created on the basis of mobile technologies, designed to perform banking operations, obtain information about the status of accounts and other information, as well as to perform other actions provided by the functionality of the mobile application of "TBC BANK", JSCB in online mode.

Customer means a legally competent individual, a bank card holder.

Bank card means bank payment card, designed for operations, operated in online mode, issued by the Bank of the Republic of Uzbekistan and registered in the mobile application of JSC TBC Bank.

Personal data is information relating to a particular individual or enabling their identification, provided by the Customer for use of the mobile application of "TBC BANK", JSCB.

Personal data processing means implementation of one or a set of actions for collection, systematization, storage, modification, addition, use, provision, distribution, transfer, depersonalization and destruction of personal data.

Third parties are all persons other than the Bank and the Customer, unless otherwise stipulated by the applicable law.

2. ACCEPTANCE PROCEDURE

2.1. This Offer shall be accepted by registering the Customer in the mobile application of "TBC BANK", JSCB (hereinafter referred to as the Application). The application is available on iOS, Android as well as at www.tbcbank.uz.

2.2. By entering into this Agreement, the Customer gives to the Bank, in accordance with the requirements of the legislation on personal data, his or her consent to the processing of his or her personal data (including, but not limited to payment account data, cell phone number, bank card numbers, full name, registration data, as well as any other personal data necessary for the use of the services available in the Application), including collection, recording, systematization, accumulation, storage, refinement (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data, performed with or without the use of automation means, for the purpose of execution hereof. The Customer hereby also gives his/her consent to transfer any personal data provided by him/her to the Bank hereunder to third parties for the purpose of execution hereof.



2.3. The Bank guarantees to the Customer to take all necessary measures to ensure confidentiality of the Customer's personal data in accordance with the requirements of applicable legislation of the Republic of Uzbekistan. The Customer's consent to processing (including transfer to third parties) of his/her personal data has no expiry date, and consent to processing of personal data can be revoked by the Customer at any time, in accordance with clause 7.3. hereof.

2.4. Accepting this Public Offer, the Customer:

2.4.1. declares his/her awareness and consent that he/she:

- will immediately inform the Bank in writing on any material changes specified in the Request;
- all actions related to the entry of the Login, Password or Verification Code, as well as all actions performed through the confirmation window, will be performed by the Customer personally;
- in order to conclude and execute a consumer loan, as well as a micro loan, etc. The Bank has the right to receive and/or transfer all necessary information (credit report/credit history/information, etc.) concerning the Customer and/or the borrowing (if necessary) and/or the guarantor in the State Register of Credit Information under the Central Bank of the Republic of Uzbekistan, and/or in the Credit Bureau of the Republic of Uzbekistan LLC Credit Information Analysis Center and other organizations and banks;
- to use my personal data from the Inland Revenue Authorities Data Processing Center.

2.5. Before starting to use the Application it is important to read the text of this Offer in full. In case of disagreement with the Offer terms in whole or any part of it, we suggest you do not use the Application.

3. SUBJECT OF THE AGREEMENT

3.1. The Application provides the Customers of plastic cards issued by commercial banks of the Republic of Uzbekistan with the opportunity to use the Application, which allows them to make payments for goods, services and works online, manage their bank cards, accept/transfer funds via bank card online, receive and use Bank (credit) products, as well as perform other actions, provided by the functionality of the Application.

3.2. The Application may contain services of the Bank's credit products, which may be provided to the Customers. Activation of such services shall be performed by the Customer himself/herself, upon request, after familiarization with the General Terms and Conditions for the provision of banking products and services of "TBC BANK", JSCB (hereinafter referred to as GTC) posted on the website www.tbcbank.uz, which contains the description of services, conditions of their provision, cost of use and other information.

3.3. Processing of personal data provided by the Customer to the Bank is performed in order to:

3.3.1 Ensure a proper performance of the Bank's obligations agreed within the framework of the contracts/agreements concluded with the Customer, as well as agreements concluded with the Bank's Partners, including for the purposes of identification/simplified identification of the Customer, providing the Customer with opportunities to use all available banking services of the Bank;

3.3.2 Communications. Carrying out communication with the Customer, including sending notices, requests and information related to the use of the Bank's banking services, as well as processing requests and applications from the Customer, including the subsequent transfer of such requests and applications for execution to counterparties\partners of the Bank;

3.3.3 Improvement of the quality of the Bank's banking services, convenience of their use, development of new Bank's banking services, offer of personalized Bank's services to the Customer;

3.3.4. Carrying out of statistical and other researches, based on impersonal data; Conducting marketing campaigns, surveys, requests for/from Customers, including to distribute offers about the use of new banking products.



Preventing conditions that facilitate actions that contradict to the requirements of legislation or agreements by using the Application.

4. OBLIGATIONS OF THE PARTIES

4.1. The Bank shall:

- ensure proper operation of the Application, except for the cases when failures in the Application are caused by third parties/technical and service maintenance;
- take legal, organizational and technical measures to protect personal data to ensure the integrity and safety of personal data and prevent illegal processing of personal data;
- timely notify the Customer about news of the Bank, the Bank's Partners acting as suppliers of goods and services/works payments for which are available to the Customer in the Application, as well as about changes and updates introduced in the Application.

4.2. The Customer shall:

- comply with the requirements of this Offer;
- independently ensure information security of the device, by means of which access to the Application is made;
- after conclusion of this Agreement, the Customer shall be personally responsible for integrity of authentication data, transfer of such data to third parties and for services to be rendered by the Bank using such data;
- using the Application, confirm and guarantee that he/she is legally competent, and does not intend to use the Application for any fraudulent or other illegal purposes;
- the Customer's data provided to the Bank are true, accurate, reliable, actual and correspond to the will of the Customer. At the same time, the Customer realizes the consequences caused by the transmission of incorrect, false and incomplete information to the Bank;
- he/she signs this document for his/her needs, does not act in interests of third parties, and has no connection with fictitious banks and persons;
- he/she may not transfer its rights and obligations hereunder to third parties without preliminary written consent of the Bank. Any attempt of such transfer will be considered null and void, and all actions performed using the Application will be considered to have been made voluntarily by the Customer.

4.3. The Bank has the right to unilaterally make changes to this Offer, informing the Customer about it by publishing the mentioned changes on the website www.tbcbank.uz, by means of information messages, in the Application interface or by means of SMS-notification.

5. RESPONSIBILITIES OF THE PARTIES

5.1. Parties shall be responsible for non-fulfillment or improper fulfillment of conditions hereof in accordance with the legislation of the Republic of Uzbekistan.

5.2. The Customer shall be responsible for any losses or other negative consequences arising from his/her failure to perform or improper performance of liabilities hereunder.

5.3. The Customer shall be fully responsible for the integrity of his/her personal data when entering it into a device that uses non secure connections, or is under the threat of malicious programs and applications.

5.4. The Bank shall not be responsible for improper fulfillment of the terms and conditions of the Agreement, if such non-fulfillment was caused by the Customer's failure to fulfil the terms and conditions hereof.

5.5. The Bank shall not be responsible for any losses incurred by the Customer due to the fact that the Customer has not familiarized himself/herself with conditions of this Offer and (or) has not familiarized himself/herself with conditions of credit products upon their activation in the Application.



5.6. The Bank shall not be responsible for improper fulfillment of the terms and conditions hereof if such failure is caused by reasons beyond the Bank's control. The scope of the Bank's control shall be limited only by the service capability of the Application itself and shall not include responsibility for failures caused by third parties, or due to prohibitions and restrictions imposed by state or judicial authorities.

5.7. All information flow of the Application, including all content, software, functionality, materials and information available in connection with the request, provided in connection with or accessible through the Application, is provided "as is", i.e. without any exceptions or additions.

5.8. The Bank shall not provide any representations or warranties in respect of services or content, materials, information and functionality available through the Application, or in respect of any security violations related to disclosure of confidential information through the Application in cases of using the Application in ways not stipulated herein.

5.9. The Bank shall not be liable to the Customer or any third party under any circumstances for any losses and damages, including, but not limited to, losses for loss of profit, injury to reputation or any other losses that may be incurred in connection with the Customer's purchase of goods (works and services) from the Seller through the Application, as well as for any goods (works, services, information and content) purchased, received or paid for through the Application.

5.10. Each Party acknowledges that the other Party enters into this Agreement by recognizing the limitations of liability set forth herein and that these limitations are a necessary basis for the agreements between the Parties, and neither Party shall be liable for any default or delay caused by any conditions beyond the reasonable control of such Party, including, but not limited to, circumstances such as government activities or terrorist acts, earthquakes, fires, floods or other natural disasters, labour conditions, power failures and Internet connection disruptions.

6. INTELLECTUAL PROPERTY

6.1. The Application, its contents, structure and design shall be fully protected by the copyright of the Bank. The Bank's exclusive rights shall also apply to any Intellectual Property created and registered by the Bank, including its trademarks.

6.2. Copyrights and other intellectual property rights of the Bank shall apply to this Application and all its content (including products and services).

6.3. Any unauthorized use, processing or publication (including social networks) of any information/content in this Application, including logo, icon, graphics, image, patent, service/trade mark, design, visual media created by the Bank and other intellectual property (registered or unregistered) is prohibited without prior written consent of the Bank.

6.4. A reference to the Intellectual Property in the Application does not imply granting the user a license to use it. Downloading (using) or copying of any information from the Application by the Customer for commercial purposes is considered an infringement of the legislation of the Republic of Uzbekistan.

6.5. None of the provisions of this Offer gives you the right or license to use the intellectual property of the Bank specified in this section.

7. TERMINATION OF AGREEMENT

7.1. The Customer shall be entitled to withdraw from the Agreement at any time by deleting the account in the Application.

7.2. The Agreement is considered terminated immediately after deleting the Account. Termination of this Agreement shall not imply the termination of the Agreements on credit products within the framework of the Application, if such services have been activated.

7.3. The Customer has the right to revoke his/her consent to the processing of personal data by sending an e-mail to the address specified in the Section 10 hereof.



8. PROCEDURE FOR THE EXAMINATION OF DISAGREEMENTS

8.1. Any dispute arising from this Agreement shall be settled amicably or using the complaint procedure based on the Customer's claim. The period for consideration of the claim and requirements to its content shall be determined by the applicable legislation of the Republic of Uzbekistan.

8.2. In case if the dispute is not settled using the complaint procedure, it shall be considered in a subordinate court at the place of registration of the Bank in accordance with the applicable legislation of the Republic of Uzbekistan.

8.3. The claim settlement with the Customer and technical support services of the Customer are arranged only by receiving requests, their processing and sending answers to received requests. The Customer's requests are accepted by e-mail or by phone specified in the Section 10 hereof.

9. MISCELLANEOUS PROVISIONS

9.1. The relations between the Bank and the Customer, not stipulated by this Public Offer, shall be regulated by the applicable legislation of the Republic of Uzbekistan.

9.2. In accordance with the laws of the Republic of Uzbekistan "On bank secrecy", "On informatization" and "On personal data", the Customer hereby freely and by his/her own will and in his/her interests gives consent to the Bank to provide to the Third Party the information constituting bank secrecy and information on personal data, as well as other secrets protected by law, which are necessary for the Bank to fulfill its obligations.

9.3. The Parties agreed to recognize documents in electronic form, including documents to be filled in and drawn up by means of the Application, as the documents drafted in simple written form.

9.4. In case if any of the provisions of this Public Offer become illegal and/or invalid in accordance with the applicable legislation of the Republic of Uzbekistan, such provisions of the Public Offer shall not be applied in relations between the Parties and shall be replaced by new provisions that correspond to the original intentions contained in the Public Offer to the maximum extent possible. The remaining provisions of the Public Offer shall remain in full force and effect.

9.5. By accepting this Offer, the Customer confirms his/her unconditional consent to all conditions of the Agreement and agrees to perform it.

9.6. The JSCB "TBC Bank" product source code may contain the following free (open source) software licenses:

- JSON-CPP
- Easylogging++
- OpenCV
- Tesseract
- Leptonica
- ZXING
- libPING
- libJPEG
- Zlib
- cURL
- TensorFlow

10. BANK DETAILS

Address: Tashkent, Yunusabad District,

A.Timur Avenue 118/1

c/a: _____

Bank code: 01180 OKED 64190

INN: 207 318 613

Tel .: 78 777-27-27

Technical support phone: _____

e-mail: _____

