



terms and conditions for use of mobile banking services



This document defines the conditions for using the "Mobile Banking" service (hereinafter "Terms") provided by Azer-Turk Bank OJSC to the bank's client (hereinafter "user"). The user undertakes to comply with the current conditions for using the Mobile Banking service. If you have any questions related to this document, answers can be obtained by contacting the Call Center of Azer-Turk Bank OJSC or by writing an official appeal to the bank.

DEFINITION

Bank	Head office, branches and sub-branches of the open joint stock company "Azer-Turk Bank".	Password	A special code entered in the system to identify the user in the system. This code can contain letters, numbers and symbols.
User	An individual who connects to the Mobile Banking service to carry out banking operations	Software	A special application or set of software created for use on mobile devices and allowing data processing.
Mobile Banking	a service that manages bank accounts provided for in the Terms and allows the User to perform certain operations remotely through a mobile application (using a password and enhanced electronic signature in the cases specified in the Terms). Mobile Banking can only be used on mobile (supported by subscribers / users of all mobile operators) devices (supported by iOS and Android platforms)	Internet service provider	Organization providing access to the Internet and Internet services
Tariff	A document containing information on commissions and service charges set by the Bank for services provided through the Mobile Banking system	Session	Activity for a specified period of time after a user logs in the system
Login	The name on which the client is registered in the system for the recognition of the client by the system	Page	A special visual structure created by a computer program that allows the client to track the entered and received information
		Transition link (hyperlink)	A link that provides direct access to internal or external resources or sources.
		Intellectual property	Ownership rights to works, integrated circuit layouts, datasets, inventions, utility models, industrial designs, trademarks, geographical indications protected by copyright

Trademark	This is a legally protected trade name, trademark, or their association, in other words, a properly registered trademark (logo, mark, logo) that serves to distinguish the goods of one company from another company.	Logo/ Logotype	Representation of a company name by a special number, letter or other descriptive form and ideogram
Copyright	The right of the author to transfer the rights to use his work to third parties. Copyright applies to both published and undisclosed scientific works, literature, computer programs and operating systems that are the result of creative activity, regardless of their purpose, value and content, as well as form and method of expression.	NFC payment	It is a contactless form of payment that uses Near Field Communication (NFC) technology to exchange information between card readers and payment devices.
		Token	This is a unique digital identifier created and used in place of actual payment card information to ensure payment security.

SERVICES AND OPERATIONS PROVIDED THROUGH THE MOBILE BANKING SERVICE

Operations through the Mobile Banking Service (hereinafter referred to as the system) are regulated by the current legislation of the Republic of Azerbaijan, regulations of the Central Bank of the Republic of Azerbaijan, rules and

procedures of Azer-Turk Bank OJSC.

The list of services used in the system may be revised and changed by the Bank without prior notice to the User.

SAFETY NOTE

The user agrees to keep secret the login and password, mobile phone number and will not transfer this data to third parties. The user agrees that he will regularly change the password he uses to ensure security.

If login information, mobile phone and identification means and data are lost or used by third parties, the user must immediately notify the bank. The Bank is not liable for any damage caused to the user by access to the system and operations performed by a third party as a result of a breach of confidentiality.

The user agrees that when a mobile phone or mobile device is used for identification, he will take the necessary measures to keep the device in working order and not to suspend the service provided by the mobile operator, as well as to ensure the reception of data in the Republic of

Azerbaijan and abroad.

The User agrees that the Bank is not responsible for the acceptance of the identification code for a mobile phone or mobile device by a third party and its use in the system on behalf of the User. The user agrees that he / she will access the system from his / her mobile device or from a secure device that he / she trusts, and will access the system and perform operations securely and from safe locations.

The user agrees that the use of illegal and expired (or damaged) software while connecting to the system may affect the security of the system. The user agrees that he will make every effort to prevent such incidents in the future.

The user will use the services of a reliable internet provider to connect to the system. The user is responsible for the continuity and reliability of the

Internet connection chosen by him to connect to the system.

The user agrees that payments for using the application (including roaming charges) may be made by the mobile service provider, and is responsible for these payments.

The user minimizes access to the system in public places to ensure the safety of operations in the system.

The user agrees that he will not allow access to the same account using three or more mobile devices at the same time. Access to the system from a mobile device during a session is prohibited.

The user agrees that a period of inactivity applies to the system, and if the user is logged into the

system, but does not work in it for the period specified by the bank, he will automatically log out of the system.

The user agrees that at the end of his work in the system, he will close the window, program, etc. and log out by following the logout procedure.

The user agrees that he will comply with all security measures when entering the system and during the period of work in the system.

The User agrees that when activating NFC payments through the MDES platform without opening the mobile application, the Bank is not responsible for any unidentified transactions. NFC payments will be made without a PIN or biometric verification, to the extent permitted by law, and for transactions exceeding this limit, using a PIN or biometric verification.

STATEMENT ON PROTECTION OF CONFIDENTIALITY

With the purpose of fulfillment of orders for banking products and services, the Bank retains the right to receive and process information about the individual, place of work, income (salary, pension, etc.) and credit obligations

from various information data bases as well as request information in the Credit Register of the Azerbaijan Credit Bureau and register it on the e-Government Portal.

TERMS FOR CONDUCTING FINANCIAL OPERATIONS IN THE SYSTEM

The user agrees that financial transactions in the system can be carried out if there are sufficient funds in the user's account to make the payment and pay the bank's service fee, and the recipient's details are specified correctly.

The user agrees that if the account is seized or frozen in the cases provided for by law, the bank

will not conduct financial transactions on the account.

The user agrees that financial transactions in the system can be suspended by a court decision or by other state bodies in the manner prescribed by law.

RULES FOR THE USE OF TOKENS

A token created for one device is not used on another device. If a payment card is used on a device with multiple NFC features, a different token is used for each feature.

The creation of a token is possible only on the basis of a request sent by the cardholder himself

through the device. It is impossible to create a token based on an application to the bank (call, email, application through the website, etc.).

For the issuing bank, an operation made through a token is considered equal to an operation made with a payment card to which the token is linked.

RECOMMENDATIONS TO THE RULES FOR THE USE OF TOKENS

Do not create conditions for the tokenization of payment cards on third-party devices;
As with payment cards, token generating devices should not be in access to third parties;
When you stop using a token-activated device, the token must be removed from that device;
In case of loss, theft or illegal use of a mobile device by third parties, immediately notify the Bank by calling 945 or via WhatsApp:
+994 55 7770 945;
The removal or blocking of the token from the device is carried out by the cardholder. When a payment card is blocked, the token is blocked.

Similarly, when a payment card is cancelled, the token is cancelled.

As in the case of a payment card, when using a token, you must follow security rules. The cardholder is responsible for all transactions made with the token until the token or payment card is blocked.

When using biometric identification devices (fingerprint authentication, face recognition, etc.) on the device, the cardholder must ensure that the device does not have second party authority to perform transactions. Otherwise, the identity will be taken as belonging to the client.

SERVICE COST

The bank charges a commission for transactions in the system. The service fee is determined by the bank's tariffs depending on the type of banking operations.

The service fee for the operation performed by the user is debited from the account from

which the operation is carried out. If the user's account does not have enough funds to withhold the service fee, the operation is suspended by the system. In this case, the user can deposit additional funds into the account or refuse to complete the transaction.

REGISTRATION PROCEDURE

To register in Mobile Banking, the user enters a mobile phone number in the appropriate field. In this case, the mobile phone number means the number that is provided when concluding any agreement with the Bank and has not been changed. The mobile phone number must be unique and not be indicated in the information of another client of the Bank. When a mobile number is found in the Bank's operating system,

a 4-digit one-time password is sent to the User's mobile phone number. After entering a 4-digit password in the corresponding field of "Mobile Banking", the User fills in the corresponding fields 16 digits of the payment card issued by the Bank, its validity period and CVV code. If the entered information is correct, the User defines a 4-digit password for access to Mobile Banking and transactions, and logs into the system.

DURATION OF WORK IN THE SYSTEM (SESSION TIME)

The User agrees that the time allotted for conducting transactions in the system is determined by the Bank and may be limited for security reasons. The User agrees that the Bank has set a period of inactivity in the system of 5

(five) minutes. If there is no activity on the system during this period, the user is automatically logged out. The user must log in again to continue using the system.

USE BY A THIRD PARTY

The user should only use the system himself and should not authorize use by third parties on his own behalf. When the user instructs a third party to enter the system and conduct transactions on his / her behalf, the third party is deemed to have

automatically accepted the terms and conditions for using the Mobile Banking service.

The User agrees that the User is responsible for any transactions made by third parties on his behalf, and for the results of these transactions.

SUSPENSION OF OPERATIONS BY THE BANK

The user agrees that the bank may suspend the user's operations in the Mobile Banking system in cases stipulated by law.

MONEY LAUNDRY INFORMATION

The User agrees that if the Bank has doubts about the transactions carried out in the system in the following cases, the Bank may at any time suspend, postpone or refuse to execute the payment order:

- if the transaction contradicts the requirements of national or foreign legislation;
- if the transaction directly or indirectly serves or covers the financing of illegal actions.

The User agrees that, at the request of the Bank, he will provide the Bank with all the necessary information to manage risks in the field of money laundering or terrorist financing or to comply with national or foreign legislation;

The user agrees and accepts that the Bank can provide all information regarding the user account to the following persons:

- any law enforcement agency, government agency or court in the manner prescribed by law;
- to a correspondent bank, information on payments made, in order to comply with legal requirements;

The User guarantees compliance with these provisions on behalf of a third party or on his own behalf until he sends a notification of the provision of a power of attorney to the Bank.

The User agrees, declares and undertakes to the Bank that operations carried out in the System on behalf of the User's mobile bank will not violate the requirements established by the legislation on money laundering.

CONFIDENTIALITY

The User confirms that the information he provides to the Bank is complete, accurate and correct.

The User agrees that the personal information provided to the Bank is necessary to conduct transactions in the system, and this information may be disclosed to third parties in cases provided for by law for conducting transactions in the system.

The Bank confirms that the information entered by the User into the system, transactions carried out in the system, information about the user's bank accounts are bank secrecy. However, in cases and in the manner prescribed by law, the User's personal data, bank accounts and

information about transactions in the system can be provided to third parties in cases provided for by law.

The User agrees that in order to eliminate technical problems that may arise when using the User's Mobile Banking, the Bank automatically collects the necessary information using login files, cookies and other technical means, including data reflecting the User's activity in the Mobile Banking.

The user agrees that, within the framework of cooperation, he is ready to comment on the operations carried out in the system at a reasonable request of the Bank.

TERMINATION OF SERVICES

The Bank may terminate the provision of Mobile Banking services to the user for any reason, with or without notification of the user. The Bank may also suspend the provision of Mobile Banking services due to system innovations or software updates. If the bank stops providing Mobile Banking services without notifying the user, he must inform the public about his decision

through social media channels. In this case, the termination of the provision of services begins from the moment the official information is posted.

In case of termination of the Mobile Banking service at the initiative of the User, the User can carry out transactions with his accounts in the Bank by visiting the Bank.

RESPONSIBILITY

The Bank is not responsible for losses or damage to the User as a result of operations carried out by the User or third parties in the system (except for damage caused by an error of the Bank).

The Bank is not responsible for losses, damages, delays caused by the User's transactions in the system in the following cases:

- if the transaction contradicts the requirements of legislation, regulations of the Central Bank, internal rules of the Bank;
- if the information about the transaction is incomplete or its accuracy is in doubt, and the user is aware (or should have been aware) of this;
- if, in accordance with the requirements of the legislation, the user is prohibited from conducting financial transactions in the system by a third party;

- if it is impossible to conduct transactions in the system due to technical problems of the Internet provider;
- in case of impossibility of conducting transactions due to force majeure circumstances.

The Bank does not guarantee that access to the System will be unimpeded, without delays or problems. He is not responsible for third party software that may be used together with the system or in conjunction with it.

The User agrees that the Bank does not guarantee the results of electronic transactions and services provided through the system.

COMPENSATION

The User must protect the Bank from any liability, loss, damage, including any claims of third parties, for any results obtained by using the system.

LINKS TO OTHER PAGES

For the convenience of the user, the system may or may contain links to other websites or to the content of web pages owned or operated by third parties. Such pages or content are not under the supervision of the Bank, and the Bank is not responsible for the results of access to such content or such pages or for goods and services provided through such sites.

The posting of links to any other pages or content on the system does not constitute confirmation that the link to such pages or content is reliable or appropriate, and the user agrees that the user's access to such pages or content is entirely his or her responsibility.

INTELLECTUAL PROPERTY RIGHTS

The user agrees that all intellectual property rights to the system and its contents belong to the Bank.

Any part or parts of the content of the system may not be transmitted, shown, broadcasted, redirected, sent, adapted or updated for the purpose of creating a related work or for any other commercial use by any means and methods to a third party or to a device that allows to obtain written information for future use without the written consent of the Bank. The User can access, print or use the content of the

System only for personal and non-commercial purposes, provided that the User does not make any changes to the content and keeps intact all intellectual property marks and copyrights.

The trademark and logo ("TradeMark") used and placed in the system are registered trademarks of the Bank.

Any content, licenses or trademarks posted in the System cannot be interpreted as permitted for use directly, indirectly or in any other form that cannot be proven without the written permission of the Bank.

ADDITIONS AND CHANGES TO SERVICES

Any innovations and changes made by the Bank to the Mobile Banking Service are an integral part of the Mobile Banking Service, and the user can use the bank's electronic services only if he accepts them. The Bank informs the User about the changes made to the Mobile Banking Service, as well as about the addition of new services (banking products) to the system. The user receives information about the introduction of any

innovations into the system through a notification in the mailbox of the Mobile Banking service.

In the event of a conflict between the legislation and the provisions of the terms and conditions of using the Mobile Banking service, the provisions of the legislation shall apply until the appropriate changes are made to the terms and conditions for using the Mobile Banking service.

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