


PUBLIC

Annex 1
Approved by
Regulation 98-L of the Chairman of the Management Board of
“IDBank” CJSC dated July 18, 2023

PUBLIC TERMS ON RENDERING REMOTE BANKING SERVICES

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|-------------------------|---|
| Responsible subdivision | Digital banking directorate, Retail business directorate |
| Effective date | 02.09.2023 |
| Other provisions | Upon entry into force of these terms repeal the “Public terms of rendering remote banking services” approved by resolution N431-L of the Management Board dated November 25, 2021 |

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CHAPTER 1. PURPOSE


1. These public terms regulate the relations between “IDBank” CJSC and the Client in terms of the use of Systems of rendering remote banking services (online and mobile banking). The rules defined by the relevant agreement of the given transaction and the terms of relevant transaction published by the Bank on the latter’s official website at www.idbank.am shall apply to transactions concluded with 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 these rules have the following meaning:

- 1) **Bank** – “IDBank” CJSC,
- 2) **Terms** – public terms of the application of Systems of rendering remote banking services (online and mobile banking),
- 3) **Online banking** – A system that enables the Bank’s client to view the information about the transactions executed through the latter’s accounts and/or execute transactions /including operations related to the transaction/ through a program /browser/ designed for accessing the web domain with a computer with access to the internet,
- 4) **Mobile banking** – A system that enables the Bank’s client to view the information about the transactions executed through the latter’s accounts and/or execute transactions /including operations related to the transaction/ through Idram&IDBank mobile application.
- 5) **Systems** – systems of rendering remote banking services (online and mobile banking),
- 6) **User** – user of electronic money system of Idram,
- 7) **Client** – a physical entity who is an account holder, borrower or depositor of the Bank. Moreover, the word “Clients” is used in terms of this procedure meaning also a User as far as the given regulation shall be applicable to a User,
- 8) **Password** – a password provided by “Idram” LLC’s “Agreement on issuance and service of electronic money”,
- 9) **PIN code** – a code provided for by “Idram” LLC “Agreement on issuance and service of electronic money”,
- 10) **Account or “Idram” ID** – a unique nine-digit account number, an account opened in the name of the User of Service provided in the centralized database of “Idram” LLC, operator of “Idram” internet payment system, and maintained/served by the operator of “Idram” internet payment system, to which “Idram” points are replenished (recharged).
- 11) **Transaction** – actions aimed at establishment/or implementation of civil relations (including conclusion of a contract).



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CHAPTER 3. GENERAL PROVISIONS

3. The Bank provides Clients with the opportunity to execute transactions, as well as view information of such transactions through the Systems of remote banking services.

4. The terms and tariffs of services/transactions rendered by the Bank are published on the Bank's official website.

5. In order to receive access to executing transactions through the Systems the Bank establishes a requirement for proper identification. In this regard, a proper identification provided for by this provision is the identification provided for by "Idram" LLC's "Public agreement on issuance and service of electronic money".

Moreover, the changes /including tightening/ unilaterally made to identification requirements provided by "Idram" LLC's "Public agreement on issuance and service of electronic money" are applicable to the Systems.

6. There is an authorization requirement each time before accessing the Systems, which implies input of the username and password as well as the PIN code by the Client and automatic identification of the username and password by the electronic system.


7. The terms shall be considered as accepted by the Client upon approval of those terms electronically by filling in the "Agree" field and via the "Confirm" button.

8. The Client hereby confirms and warrants that at the time of accepting the Terms, he is acting in his right mind, without any delusion or coercion, fully understands and realizes the meaning and essence of the Terms, is fully legal and capable, no guardianship and patronage are not established in relation to him, as well as there are no circumstances preventing him from realizing or perceiving the essence of the Terms (illness, the effect of drugs, other psychotropic substances or alcohol, etc.), also claims that he has no compulsory obligations to accept the Terms, accepts them voluntarily, freely expressing his will, fully understanding, accepting the meaning and essence of the Terms, all the actual and legal consequences arising from the latter.

9. By agreeing to the Terms, the Client receives the opportunity to use the Systems to open and manage accounts /including a savings account/, make card payments, place a deposit and receive interest, apply for a loan, conclude a loan agreement and receive a loan, manage it, provide consent to the processing of Personal Data, provide consent for an ACRA inquiry, make transactions with all existing accounts.

10. The Client acknowledges and admits that the Bank is entitled to unilaterally change the Terms about which the Client shall be notified by means of the messages sent through the Systems (push notifications) or by e-mail or by means of including the notifications in the internal notifications section



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of the Systems. The changes to the terms shall take effect immediately upon sending the message and shall be considered as accepted by the Client.

11. The Client acknowledges and admits that the rules defined by “Idram” LLC’s “Public agreement on issuance and service of electronic money” shall also apply to the use of the Systems, therefore, “Idram” LLC is entitled to unilaterally change them in the order provided by the “Public agreement on issuance and service of electronic money”.

12. By agreeing to the Terms the Client also agrees to bear full property liability for the fulfillment of the obligations arising from the transactions executed with his/her account.

13. The Client hereby acknowledges and accepts that providing the opportunity to make transactions on his or her behalf or by providing his or her data to other persons on his or her behalf or with his or her accounts (including the provision of the opportunity to top up the account) is considered to be the provision of consent for the given person to get familiarized with the information constituting a bank secret.

CHAPTER 4. IDENTIFICATION

14. The identification defined for the purpose of receiving access to perform operations through the Systems is performed in the order and under the conditions provided for by section “Procedure and conditions for user identifications” of “Idram” LLC’s “Public agreement on issuance and service of electronic money”.

15. Client identification performed in the order and under the conditions provided for by paragraph 14 of these terms is considered as a proper identification and is sufficient for establishing business relations with the Client.


CHAPTER 5. SOME RULES APPLICABLE TO TRANSACTIONS

16. Entering the PIN code/biometric identification provided for in paragraph 6 of the Terms is considered as an electronic signature and gives the Client the opportunity to view information about his/her transactions and to execute a transaction.

Each transaction /operation, application, instruction/ is executed by the Client electronically by filling in and confirming the terms of the transaction in the relevant fields.

The Client realizes that the electronic signature described in this paragraph is equivalent to and has the same legal force as his/her handwritten signature, and the electronically signed electronic documents cause legal consequences arising from the content of the given document.



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17. Transactions executed through the Systems are considered as concluded by the Client who has been identified in accordance with Chapter 4 of the Terms by following the sequence of relevant steps of execution of transactions in the Systems.

18. By making the password and/or the PIN code for accessing the Systems, and/or the one-time code sent in a message for the purpose of execution of the transaction, and/or the ability to access the Systems to third parties in any possible way (including cases of not taking enough care for restricting the access of third parties to the password and/or the PIN code and/or the one-time code for access and/or the ability to access the Systems), the Client authorizes third parties to conclude all the transactions (under every possible condition) in his/her name with the use of the Systems, gives his/her consent to such transactions and accepts that as a result of such transactions rights and responsibilities shall arise for the Client himself/herself.

19. Furthermore, presumption shall apply in terms of third party access to the password and/or the PIN code for accessing the Systems and/or the one-time code sent via text message intended for execution of the transaction due to Client's behavior. All the transactions provided for by "Idram" LLC's tariffs, are executed in the form of "Idram" units by being charged to the Account and then being transferred to the addressee.


CHAPTER 6. SECURITY

20. The Bank applies best efforts towards making the Systems and operations/transactions executed through the latter more secure. Along with technological development the Bank regularly improves the security measures of the Systems, thus becoming also entitled to unilaterally change both the technical terms of using the Systems and define new methods and requirements for providing authority to the Client for execution of operations/transactions and for identification, authorization, as well as electronic signature for each transaction at any time. The Bank and the Client acknowledge that in order to best ensure the security of the Systems and the operations/transactions executed through them, they are both equally endowed with obligations. Accordingly, these Terms define the following obligations of the Bank and the Client which are subject to mandatory performance:

21. **The Client is obliged to:**

- 1) Maintain the confidentiality of the password and the PIN code provided for the purpose of accessing the Systems as well as the one-time codes sent from the Bank for approval of Operations/transactions.
- 2) Not provide third parties with access to the Systems and the ability to execute Operations/actions. Particularly, ensure the physical security of their technical devices



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/smartphone, tablet, computer etc./ provided for accessing to the Systems as well as as well as protection of the latter against malware.

- 3) Immediately inform the Bank by calling (+37410) 59 33 33 in case if the username and the password provided for accessing the Systems and one-time codes sent from the Bank for approval of Operations/transactions become available to third parties, loss of the technical device provided for accessing the Systems, in cases of unauthorized access, as well as any other suspicious cases and cases containing risks.

Furthermore, in terms of this subparagraph, third parties are any physical or legal entities except for the Client.

- 4) Observe the security rules provided for by "Idram" LLC's "Public agreement on issuance and service of electronic money" in case of being identified through "Idram" LLC and becoming the Bank's client, or in case of synchronization of accounts being a client of the Bank and "Idram" LLC, as well as in case of using the services of "Idram" LLC.
- 5) In case of violation of the terms, or the security rules provided for by "Idram" LLC's "Public agreement on issuance and service of electronic money" in case of using the services of "Idram" LLC, compensate the resulting damage caused to the Bank in full which particularly includes the real damage, as well as the unearned income that the Bank would have received under normal conditions of civil circulation unless the Client violated his/her obligations.
- 6) In case of the consequences mentioned in subparagraph 5 of this paragraph, pay in the amount equal to the penalty provided for breach of liabilities assumed before the Bank through the actually executed Transaction with the use of the Systems.


22. The Bank is obliged to:

- 1) Block the Client's Systems immediately after being notified by the Client on the necessity to block in the order provided for by subparagraph 3 of paragraph 21.
- 2) Ensure continuity of the security measures of the Systems.
- 3) Make every effort to improve the security measured of the Systems.
- 4) To ensure the confidentiality of the information about the Client that has become known to the Bank in accordance with the procedure provided for by the RA legislation.
- 5) Respond to Client's oral and written inquiries about the use of the Systems.

23. In case of non-fulfillment of its obligations by the Client under the Terms, as well as in case if the Bank has suspicions of illegal use of the Systems, the Bank has the right to block the Client's access of the Systems.

24. The Bank shall not be liable for the damages incurred by the Client as a result of the latter's non-fulfillment of its obligations under the Terms, as well as the Client's losses through no fault of the Bank.



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25. The Client realizes and admits that compliance with the requirements provided for by the Terms is in his/her best interest, and failure to comply with those requirements may lead to negative consequences including but not limited to emergence of monetary liabilities, including those arising due to fraud or forgery, for which the Bank shall not be liable.

26. The Client has got acquainted with the “Public terms of receiving notifications about banking services” and realizes and admits that the risk of not receiving messages as a result of the notification methods chosen by him/her shall be borne by the Client himself/herself.

27. The Client realizes and admits that in case of third party access to the password and/or the PIN code for accessing the Systems presumption on the latter becoming accessible to third parties as a result of the Client’s behavior shall apply. The Client hereby gives his/her consent to the Bank to provide the information about the transactions executed by the Client to “Idram” LLC for the purpose of improvement of the Systems and mitigation of possible risks, as well prevention of fraud and forgery, if those Transactions have been executed through the Systems and according to the Bank there is a suspicion of fraud and/or forgery, and/or lawless and/or illegal activity.

28. The Bank, being committed to its mission, maintaining the highest ethical and regulatory standards, conducts responsible activities and guarantees that neither the Bank nor the Bank’s services directly or indirectly facilitate the violation/bypassing of applicable international sanctions and/or restrictions.

29. Being a responsible participant in the international financial system, at the same time valuing and protecting clients’ interests, safety and the continuity of their activities, the Bank follows the international sanctions and/or restrictions, and those of the UN Security Council, the European Union, the United Kingdom, the United States, etc.


30. The Client acknowledges and agrees that the sanctions policy prohibits any Client activity that would violate applicable sanctions and/or restrictions. As a result of such actions, transfers/transactions will be rejected, and the Bank may refuse to serve such Clients.

CHAPTER 7. PERSONAL DATA

31. The Client gives his/her unconditional consent to the public consent “On Processing of personal data” published on the Online Banking and/or “Terms and conditions” subsection of “Regulations” section of the Client’s personal account on the Mobile Banking platform, based on which the Bank may perform the the following actions while rendering services to the Client through the Systems:

- 1) before entering into a business legal relationship with the Bank and during that legal relationship to process, including collect, fix, input, coordinate, organize, maintain, transform, restore, transfer, correct, block, destroy, use the personal data and data about the Client (first name (in Armenian



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and English), last name (in Armenian and English), patronymic (in Armenian and English), type of identity document, number of identity document, authority that issued the document, availability of public services number, public services number, vitality status (alive/dead), date of birth, date of death, gender, citizenship, passport issuance date, passport validity term, RA code of residence, RA region of residence, community, city/village, street, house, building, type of house, apartment, photo on identity document) for the purpose of identification, decision-making, formation of opinion, obtaining rights or granting rights or privileges or restricting the rights or depriving of the rights, etc., moreover, the Bank may collect information about the Client in any lawful way including both immediately from the Client and any other sources not prohibited by law)


2) to apply to any state or municipal authority, as well as any data processing entity and receive the necessary information and details about the Client, including data and information provided and protected for by RA law "On protection of personal data", including first name (in Armenian and English), last name (in Armenian and English), patronymic name (in Armenian and English), type of identity document, number of identity document, authority that issued the document, availability of public services number, public services number, vitality status (alive/dead), date of birth, date of death, gender, citizenship, passport issuance date, passport validity term, RA code of residence, RA region of residence, community, city/village, street, house, building, type of house, apartment, photo on identity document for the purpose of identification, decision-making, formation of opinion, obtaining rights or granting rights or privileges or restricting the rights or depriving of the rights.

32. The Client acknowledges and accepts that the telephone number provided by him or her during the legal relationship established with the Bank is subject to removal from the Client's personal data registered in the Bank in the following cases:

- 1) If a third party called the official phone number of the Bank from the phone number of the client registered in the Bank and informed the Bank that the given phone number belongs to him or her, or
- 2) If the third party has submitted to the Bank through the Bank's official e-mail addresses, branches and/or Call Center, a certificate issued by the mobile communication operator, certifying that the given number belongs to him or her.

33. Within 7 working days after being informed by the Bank about such grounds specified in clause 32 of these rules, the Client undertakes to approach any branch of the Bank or submit an application for changing the telephone number through the e-mail registered in the Bank and/or through the Bank-client system, and before making a change, the Bank stops providing information to the given phone number. In the event that the Bank is unable to contact the Client to inform about the grounds mentioned in clause 32 hereof, the same information is sent to the Client's registered e-mail address.



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34. If the Bank’s employee fails to contact the Client within 1 month after the grounds mentioned in clause 32 appear and/or the Client does not update the data, then the latter’s accounts are subject to blocking. Accounts are unblocked if the Client updates the data.
35. The information about the Client shall be processed and used for the purpose of fulfillment of the lawful requirements of the RA legislation, other legislations applicable to the Bank’s activity, the RA Central Bank and other state authorities, as well as the requirements arising from the Bank’s contractual obligations.
36. The requested personal data shall be stored for an indefinite term even after the termination of the legal relations with “IDBank” CJSC.
37. The Client may request correction or destruction or termination of processing of personal data, as well as perform other actions related to processing at any time with maintenance of the requirements of the RA legislation.
38. The Client may withdraw from the consent at any time in which case the Bank must stop processing personal data and destroy it within 10 business days after such withdrawal. The Bank is obliged to inform the Client about destruction of the personal data of the latter within three business days after destruction.
39. The data can be provided to Bank employees who are authorized to process data.
40. The provided information and data, depending on their content, can affect the relevant decision made by “IDBank” CJSC.
41. The client acknowledges and agrees that the provided information and data can be transferred to “Idram” LLC.
42. The data processor is “IDBank” Closed Joint Stock Company (address: 13 Vardanants St., Yerevan).

