



PUBLIC OFFER **on the provision of remote banking services for individuals through the** **mobile application "OFB Mobile"**

This document is a public offer - an offer by PJSCB Orient Finance (hereinafter referred to as the Bank) to conclude an agreement on the provision of remote banking services for individuals through "the OFB Mobile" application (hereinafter referred to as the Offer/Agreement).

1. TERMS AND DEFINITIONS

1.1. For the purposes of this Public Offer, the following terms and definitions are used:

ABS - automated banking system of the Bank;

Authorization - the process of verifying the User's rights to perform certain actions in the application by sending an OTP (one-time password) request in order to admit the User within the limited use of the mobile application;

Authorized user – the User of the OFB Mobile who has not been passed identification process and has the right to use a limited number of OFB Mobile services;

Authentication – the procedure of checking the User by the Bank's database in order to determine whether the User's affiliation to the presented authorized parameters;

Bank - the head office of PJSCB "Orient Finance" and its branches;

Bank card - bank plastic cards of the national payment systems "UZCARD", "HUMO" and international payment systems "VISA", "MASTER CARD" and / or ChinaUnionPay, issued by the Bank, as well as other commercial banks of the Republic of Uzbekistan;

Verification - identification of the User when he applies to the Bank for banking operations and other actions under the Agreement;

Trusted device – is a mobile device of the User on which the Mobile application "OFB Mobile" is installed, in which the User has created the Secret Code. Using the Trusted Device, the User can perform the following actions:

- use the Secret Code to sign Electronic Documents on transactions and actions initiated in mobile application "OFB Mobile";

Remote Banking Services (RBS) – the complex of Bank services provided on the basis of electronic orders transmitted by the User remotely using telecommunication systems;

Client / Identified User – User "OFB Mobile" who has passed the identification and has the right to use all services "OFB Mobile";

Identification - verification of data about the User on the basis of the documents provided by him/her, additional confirmed information available in open sources and databases in order to carry out a proper verification of the User;

Identification parameters – registered in the System Login and Password, used for the purpose authentication of the User to work in “OFB Mobile”;

Payment History - an electronic reflection of all User’s actions performed in “OFB Mobile” using operations. An extract from the Payment History is sufficient evidence and can be used by the Bank and the User as information about the User's actions in the Systems;

Receipt – information about the receipt of funds in electronic form in the OFB Mobile application;

Compromise – loss of confidence in the data presented (entered) by the User during authentication;

Login - the User's mobile phone number, used by the User as an identifier to enter “OFB Mobile”;

Password - a secret sequence of characters set by the User, used as an identifier for entering the System;

Mobile application "OFB Mobile" - specialized software created on the basis of mobile technologies, designed to carry out banking operations, obtain information about the status of accounts and other information – in an online mode. The User can use the Mobile application after downloading the application from the official source corresponding to the mobile device;

Personal data – information recorded on electronic, paper and (or) other tangible media relating to the User or giving the possibility of his/her identification;

Processing of personal data – the implementation of one or a combination of actions to collect, systematize, store, change, modify, supplement, use, provide, distribute, transfer, anonymize and destroy personal data;

Transaction Day – is the time during which operations are accepted and carried out for crediting, debiting, transferring Users funds and other operations and transactions;

Order – an action recorded in the form of an electronic document sent by the User in order to receive the Services available in the Systems;

User – a person who has been authorized or identified in the system and uses Mobile application “OFB Mobile”;

User Status - the status chosen by User of "OFB Mobile" for further actions on the mobile application. User status consists of Authorized and Identified status;

Registration - the User's actions to connect to "OFB Mobile" and provide identification data that allow to establish / confirm the fact of acceptance by the User of the Public Offer. The registration procedure is determined by the Bank;

The Residents of the Republic of Uzbekistan (hereinafter referred to as residents) are citizens of the Republic of Uzbekistan, including those who are abroad, foreign citizens holding a residence permit in the Republic of Uzbekistan, stateless persons holding a residence permit in the Republic of Uzbekistan;

Secret code – a permanent, known only to the User, secret code (digital - from 4 to 8 characters or alphanumeric or symbolic), created by the User independently on his/her Mobile device in the Mobile application “OFB Mobile” after successful Verification and Authentication;

Account – Bank account (pending deposit account, special card account, time deposit account/deposit account, loan account, e-wallet account and other accounts) of the User, opened in the Bank in national and foreign currencies, which transactions are reflected, implemented by the User in according to his/her Orders, including through the use of OFB Mobile;

Special card account - a bank account, the disposal of funds on which is carried out by the Bank Card and on which reflected the operations carried out by the User, including in according to his/her Orders (instructions) through remote service systems;

Systems – software complexes of the Bank providing Remote Banking Services to the User;

Bank's Tariffs - the size of the commission fee for the Services provided by the Bank, approved by the Bank and valid at the time of the transaction (provision of the Service);

Third parties – all other persons except the Bank and the User;

Services - services using Remote Banking Services, allowing the User to carry out banking operations available for execution in the Systems;

Electronic document - information submitted electronically and having the necessary data for making an electronic payment;

Electronic payment - the implementation of non-cash payments in systems on behalf of the User;

E-mail - permanent, known only to the User, for password recovery or notification of the User by the Bank, added and confirmed with a one-time password by the User independently on his Mobile device in Mobile application “OFB Mobile” after successful Verification and Authentication;

Face ID - a function of identification of the User by means of the scanner built into the mobile device of volume and dimensional form of a person's face;

NFC (Near field communication) is a short-range wireless high-frequency communication technology that allows the exchange of data between devices;

OTP (one time password) – a special one-time variable code generated by the Bank and sent to the User in the form of an SMS message to the User's Mobile Phone Number and/or Email Address. OTP-Code is represented in the form of SMS-message and, depending on the type of operation of the User is sent to the mobile phone number of the User, on which the Bank card is fixed or to the mobile phone number of the User registered in “OFB Mobile”. All actions of the User performed with use of the Verification Code shall not be disputed and shall be recognized by the User personally and shall have legal consequences for the User, Similar to manual signatures in accordance with the requirements of current legislation of the Republic of Uzbekistan.;

Push Notification – a message sent to the User's Mobile Device by the Bank or at the initiative of the Bank based on the relevant protocols supported by the software of the User's Mobile device;

QR code is a matrix code in the form of a graphic image, in which information about the details for QR code translation is encoded;

Touch ID – function of User identification by means of built-in fingerprint scanner in mobile device.

2.

GENERAL PROVISIONS

- 2.1. Remote banking service of the User is carried out in accordance with the current legislation of the Republic of Uzbekistan, regulations of the Central Bank, internal regulations of the Bank and this Agreement.
- 2.2. The Agreement defines the conditions and procedure for the Bank's provision of remote banking services to the User.
- 2.3. The conclusion of the Agreement between the Bank and the User is carried out by joining the User to the Agreement as a whole in accordance with Articles 358, 360, 367 and 370 of the Civil Code of the Republic of Uzbekistan.
- 2.4. All transactions made using "OFB Mobile" are considered to be made by the User, including in cases where the User's Trusted Device is used by third parties with or without the User's knowledge.
- 2.5. In accordance with paragraph 1 of article 382 of the Civil Code of the Republic of Uzbekistan, the Parties agreed that the Bank has the right to make changes to the Agreement unilaterally. At the same time, the changes made by the Bank become binding on the Parties from the date the Bank posts a new version of the Agreement on the Bank's website.
- 2.6. The User is not entitled to transfer his/her rights and obligations under the Agreement, as well as access to "OFB Mobile" to third parties.
- 2.7. The amount of the Bank's commission for operations performed by the User is set in accordance with the rates applicable in the Bank as of the date of service and/or performance of the operation to this Agreement. Tariffs are posted on the Bank's website in the "Tariffs and Documents" section.
- 2.8. The Parties acknowledge that the receipt by the Bank of Instructions transmitted through agreed access channels on behalf of the User in accordance with the procedure set forth in this Agreement is equivalent to the receipt by the Bank of identical documents signed by the User on paper, executed in accordance with the requirements of the current legislation of the Republic of Uzbekistan.
- 2.9. The User independently and at his own expense provides the technical, software and communication resources necessary to access the Internet and connect to "OFB Mobile".
- 2.10. The Parties acknowledge that the systems used by them under this Agreement for processing, protecting and transmitting information are sufficient to ensure reliable, efficient and secure operation and protection against unauthorized access, as well as to confirm the authenticity of the Electronic Document.
- 2.11. The Bank is not responsible for possible damage, losses and other negative consequences associated with the violation of the Agreement by the User.
- 2.12. The User is hereby notified that the use of the System may be associated with the risk of unauthorized access to the Accounts, in case of non-compliance with the conditions specified in this Agreement.
- 2.13. The User agrees and authorizes the Bank to provide all or part of the information constituting banking secrecy to third parties-partners of the Bank with whom the Bank has agreements on confidentiality and non-disclosure of information, namely:
 - 2.13.1. to attract the User for servicing at the Bank and/or for processing certain banking services and products;
 - 2.13.2. providing services and (or) performing work on the development and (or) improvement of the software used by the Bank, services for setting up

- such software and services for its technical support, and / or providing consulting services to the Bank;
- 2.13.3.** for the purposes of accruing to the User and accounting for bonus units / providing payments / incentives when holding relevant promotions or other incentive events with the participation of the Bank.
- 2.14.** accession of the User to the Agreement is carried out by successful authorization in the Mobile application.
- 2.15.** The accepted present Public Offer is equated to an agreement on paper (written form) and has the same legal force as it. The Public Offer, as well as documents generated under this Public Offer/Agreement, when using the Mobile application does not require sealing and/or handwritten signing by the parties, while maintaining full legal force.

3. SUBJECT OF THE AGREEMENT

- 3.1.** Within the framework of this Agreement, the Bank provides the User, in accordance with his/her User status, with the opportunity to use the services provided for under this Agreement.
- 3.2.** By accepting this Public Offer, the User expresses his/her consent to the deduction by the Bank of commissions for the services rendered in accordance with the Tariffs of the Bank. The amount of the commission is subject to debiting without additional instructions from the User.

4. USER REGISTRATION AND ACCEPTANCE OF PUBLIC OFFER

- 4.1.** Access to the Mobile application is carried out by downloading and installing on the User's mobile device the Mobile application corresponding to its operating system (Android, iOS, etc.). The mobile application is available in the Apple Store and Play Market app stores and on the official (corporate) website of the Bank www.ofb.uz.
- 4.2.** To Register in "OFB Mobile", the User must perform the following steps in sequence:
- a.** install the Mobile application "OFB Mobile" on your device, which is available in the PlayMarket and AppStore applications or use the official (corporate) website of the Bank www.ofb.uz;
 - b.** in the corresponding registration field, enter the cell phone number that will be used as the User ID for logging in to OFB Mobile;
 - c.** enter the code received in the SMS message;
 - d.** get acquainted with the terms of the Public Offer/Agreement and confirm your acceptance of the terms of the Public Offer/Agreement by selecting the appropriate item;
 - e.** sets a password on demand (from 8 characters to 20, Latin letters, Min 1 digit, Min 1 capital letter and Min 1 special character), Touch ID, Face ID, code for quick authentication.
- 4.3.** After expressing consent to the terms of this agreement, the User unconditionally and irrevocably confirms and establishes that:
- a.** fully and fully acquainted with and accepts all the terms of this Public Offer/Agreement, the procedure and conditions for the provision of the Services and the Bank's Tariffs, as defined by this Agreement which are set out without any conditions, exceptions or reservations;
 - b.** get acquainted and agrees with the Tariffs of the Bank, and recognizes them as binding;
 - c.** is legally capable/legally competent and confirms its legal right to enter into contractual relations with the Bank;

- d. agrees and undertakes to comply with the terms/requirements of this Public Offer, the rules for using the Mobile application, their contents are fully understood and the legal consequences possible for the User in connection with the expression of consent to the terms of the Agreement (Public Offer);
- e. indicated true, valid and complete information during Registration;
- f. fully get acquainted with the recommendations on the security of using the Mobile application, the rights, obligations and responsibilities of the Parties;
- g. gave his consent to the transfer of the mobile phone number to the mobile operator and their processing for the purpose of providing services by the Bank;
- h. authorized the Bank the right to refer to the provisions of this Public Offer in case of disputes and disagreements;
- i. I agree that the Bank has the right to use this Public Offer as evidence in court and other state bodies and organizations.
- 4.4. The establishment by the User of the Login and Password is a consequence of the procedure for the successful Registration of the User in "OFB Mobile".
- 4.5. A user who has passed the registration procedure is considered Authorized.
- 4.6. The authorized User has limited rights to use "OFB Mobile" services.
- 4.7. In order to use all "OFB Mobile" services, the User must pass the Identification procedure.

5. PROCEDURE FOR IDENTIFICATION, AUTHENTICATION AND VERIFICATION

- 5.1. Remote identification is available to individuals who are citizens of the Republic of Uzbekistan or who have permanent or temporary residency within the country. Non-resident individuals are not eligible for remote identification. Remote identification is applied to citizens of the Republic of Uzbekistan, to foreign citizens and stateless persons permanently or temporarily residing in the territory of the Republic of Uzbekistan. Remote identification is not allowed for non-resident individuals.
- 5.2. The Bank performs the User Identification in the following order:
 - 5.2.1. After entering the series and number of the document and the date of birth, the client is provided with a window for biometric personal data (a photographic image of the User's face) obtained through the Mobile application "OFB Mobile" on the Trusted Device;
- 5.3. The Bank performs User Authentication in the following order:
 - 5.3.1. After entering the phone number, an OTP message (one-time password) is sent to the phone number specified by the client;
 - 5.3.2. Touch ID technology / User's facial biometrics using Face ID technology (hereinafter – User's Touch ID/ Face ID Authentication);
 - 5.3.3. by secret code.
- 5.4. The Bank performs User Verification in the following order:
 - 5.4.1. by Secret Code/"OFB Mobile" Code;
 - 5.4.2. by Touch ID / Face ID technology;
- 5.5. The User is considered verified if the Secret Code/"OFB Mobile" Code entered by the User for using the "OFB Mobile" service corresponds to the Secret Code/"OFB Mobile" Code assigned by the User and contained in the information base of the Bank.

BASIC TERMS OF SERVICE

- 6.**
- 6.1.** The Bank renders Services to the User through the Mobile application “OFB Mobile” while simultaneously fulfilling the following conditions:
 - a.** successful User registration in “OFB Mobile”;
 - b.** sufficiency to conduct the requested transaction of funds in the Accounts;
 - c.** Compliance of the User with the limits set by the Bank at carrying out certain operations;
 - d.** payment by the User of a commission fee (if any) for the Services provided by the Bank in accordance with the Tariffs of the Bank;
 - e.** the absence of restrictions on conducting operations on accounts in the manner prescribed by the legislation of the Republic of Uzbekistan;
 - f.** whether the Bank has the technical ability to provide the Services;
 - g.** other conditions established for certain operations.
- 6.2.** Unidentified Users of the “OFB Mobile” application are provided by the Bank with a limited number of services. The type of services provided to unidentified Users is determined by the Bank.
- 6.3.** The services provided by the Bank are available to the User in accordance with the operating modes of the System. Transfer of funds is carried out to Bank cards in national currency issued by the Bank, as well as other commercial banks of the Republic of Uzbekistan.
- 6.4.** The Bank may set a daily, monthly or per transaction limit on the maximum amount of money transfers made by the User through the System. The User can get acquainted with the information about the size of the limit in the process of transferring funds through the System.
- 6.5.** The Bank has the right to require verification of the User when providing banking services in the following cases:
 - 6.5.1.** if the Bank has doubts about the legitimacy of using the Mobile device on which the User enters the Secret Code;
 - 6.5.2.** if the Bank has doubts about the reliability, accuracy and validity of the information previously provided to the Bank about the identity document of the User or other information about the User previously received by the Bank during the identification of the User, until the User submits supporting documents to the Bank;
 - 6.5.3.** in case of doubt (suspicion) that the operation carried out by the User is carried out in order to counteract the legalization (laundering) of proceeds from crime and the financing of terrorism;
 - 6.5.4.** in case of application of measures against the User or his/her operation, provided for by the legislation on combating the legalization of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction;
 - 6.5.5.** during the operation of early termination/partial withdrawal of the Deposit;
 - 6.5.6.** when transferring funds from the Account to other accounts, incl. opened in other banks (except for transfers between own accounts with the Bank);
 - 6.5.7.** when the User submits an application to change information about identity documents about documents confirming the right to stay, reside on the territory of the Republic of Uzbekistan in accordance with the legislation of the Republic of Uzbekistan, as well as the following personal data: last name, first name and (if any) patronymic, date and place of birth, citizenship, country of registration, address of registration;
 - 6.5.8.** when changing the Cell Phone Number and/or code word.

- 6.6.** The Bank has the right to unilaterally refuse to provide the Services to the User in the following cases:
- a.** if the parameters of the transaction do not comply with the limits established by the Bank and/or applicable law on the amount and number of transactions on the Accounts;
 - b.** identification of the User's transactions containing signs of doubtful, suspicious, illegal transactions or bearing reputational and/or financial risks for the Bank;
 - c.** provided for in the legislation on combating the legalization of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction;
 - d.** if the User violates the terms of clause 6.5. of this Agreement.
- 6.7.** The Bank does not accept the Order for processing and does not provide the Services if:
- a.** at the time of payment transaction, there are not enough funds on the User's bank card to provide service and/ or pay the commission;
 - b.** the amount of the payment transaction exceeds the established limit;
 - c.** the payment transaction falls under the categories of doubtful and suspicious in accordance with the legislation of the Republic of Uzbekistan and the internal rules of the Bank.
- 6.8.** The Bank is not responsible for fees charged by the bank-recipient and/ or the bank-sender.
- 6.9.** Services in terms of money transfer are considered rendered by the Bank when the Bank has received permission to conduct a transaction with a Bank Card, and the Bank has performed actions to provide the Services.
- 6.10.** The User has the opportunity to refuse to receive the Services at any time before the confirmation of the parameters of the Services and after the entry into force of the Agreement.
- 6.11.** The User agrees and accepts that additional commissions may be charged when transferring funds to cards and from cards of other commercial banks. In these cases, the Services are considered to be rendered properly and in full in accordance with this Agreement, the User independently regulates further relations with the recipient of such a commission.
- 6.12.** The rates for buying and selling foreign currency are set by the Bank independently, based on the supply and demand for foreign currency. The rate of buying and selling foreign currency may change during the operating day.

7. PROHIBITED USES

- 7.1.** The User may not, without the prior written consent of the Bank, make any changes to the "OFB Mobile" application, use it for any commercial purposes, modify, copy, decompile or otherwise attempt to obtain the source code of the application.
- 7.2.** Violation of the integrity of the "OFB Mobile" mobile application, violation of protection systems, as well as other actions that violate the Bank's exclusive right to the OFB Mobile mobile application, entail civil, administrative or criminal liability by the User in accordance with the legislation of the Republic of Uzbekistan.

8. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 8.1.** The Bank undertakes to:

- 8.1.1. provide the Services properly in the amount and terms established by this Agreement and the current legislation of the Republic of Uzbekistan;
- 8.1.2. accept for execution the Instruction of the User, executed in accordance with the current legislation of the Republic of Uzbekistan and this Agreement;
- 8.1.3. post the text of this Public Offer/Agreement on the Bank's corporate website and/or at the Bank's offices;
- 8.1.4. keep bank secrecy on the User's transactions and information about the User;
- 8.1.5. Information on transactions using "OFB Mobile" and information about the User may be provided by the Bank to third parties in cases provided for by the legislation of the Republic of Uzbekistan;
- 8.1.6. take legal, organizational and technical measures to prevent unauthorized access of third parties to information about the User's Accounts and operations carried out by him/her in "OFB Mobile";
- 8.1.7. ensure the integrity and safety of personal data, respect for the confidentiality of personal data, and prevention of the illegal processing of personal data.
- 8.2. The User undertakes:
 - 8.2.1. not to conduct transactions related to money laundering, financing of terrorism and proliferation of weapons of mass destruction, or transactions that carry reputational and financial risks for the Bank;
 - 8.2.2. not to carry out transactions related to the implementation of entrepreneurial activities under this Agreement;
 - 8.2.3. to get acquainted with the terms of the Agreement and the Bank's Tariffs on time and in full before joining this Agreement;
 - 8.2.4. comply with the terms of this Agreement when using "OFB Mobile";
 - 8.2.5. before using the Services, familiarize yourself with the Bank's restrictions on the provision of such Services;
 - 8.2.6. pay a commission for the provision of Services (if any) in accordance with the Tariffs of the Bank;
 - 8.2.7. independently ensure the information security of the device through which the mobile application is used;
 - 8.2.8. not to disclose the Login and Password, as well as not to allow third parties to use the Verification code, means of communication or other information provided by the Bank;
 - 8.2.9. When making an Order for the provision of Services, provide reliable information requested by the Bank;
 - 8.2.10. immediately inform the Bank by telephone, by calling the Bank's Contact Center in case of loss of a mobile device, mobile phone number, Compromise or suspected Compromise of the User's data registered in the Systems, as well as cases of unauthorized access to Accounts and debiting of funds. At the same time, the Bank is not responsible for the User's losses incurred as a result of the occurrence of the above events;
 - 8.2.11. to provide, at the request of the Bank, documents, information, information necessary for the performance of the functions provided for by the current legislation of the Republic of Uzbekistan and this Agreement;
 - 8.2.12. Immediately notify the Bank in the event of a change in personal data (change of address, full name, replacement of documents confirming the User's identity, etc.);
 - 8.2.13. regularly check the availability of information about changes in the Remote Banking System at the Bank's offices, on the Bank's corporate website,

- the Bank's official pages on social networks or in other Systems of the Bank;
- 8.2.14.** assume the risks associated with the possibility of compromising data transmitted via the Internet or means of communications;
 - 8.2.15.** grant the Bank the right to write off funds from the Accounts to compensate for losses caused to the Bank by the User as a result of non-compliance with this Agreement, as well as commissions due to the Bank for executing User Orders in accordance with the Bank's current Tariff's;
 - 8.2.16.** carefully study the information displayed on the screen of the "OFB Mobile" application, choose actions from the proposed options in accordance with your intentions and carefully check the correctness of the information entered;
 - 8.2.17.** do not provide to third parties one-time SMS codes and/or Activation Codes sent to perform any operations using plastic cards attached to the mobile application, or attach plastic cards to another mobile application, activate the SMS notification service, use the card, as well as gaining access to the mobile application.
- 8.3.** The Bank has the right:
- 8.3.1.** refuse to provide the Services to the User on the grounds established by the current legislation of the Republic of Uzbekistan and / or this Agreement, as well as if it is established that the User provided false information necessary for the provision of the Services or violations of the Verification conditions provided for in clause 6.5 of this Public Offer;
 - 8.3.2.** If the Bank decides to cancel this Public Offer, the Bank has the right to unilaterally terminate the provision of services under this Agreement after 10 banking days from the date of posting the relevant announcement on the Bank's website;
 - 8.3.3.** to process any information related to the User's personal and / or contact data;
 - 8.3.4.** Suspend the use of the "OFB Mobile" mobile application for an indefinite period unilaterally in the event of technical reasons or other circumstances that prevent the use of "OFB Mobile". At the same time, the Bank notifies the User about the failure (malfunction) that has occurred and the expected timeframe for its elimination by posting information at the Bank's offices, on the Bank's corporate website, the Bank's official pages on social networks or in the Systems;
 - 8.3.5.** Temporarily, without notifying the User, suspend access to the "OFB Mobile" mobile application if there are sufficient grounds to believe that an unauthorized of access to the User's accounts has taken place or is possible;
 - 8.3.6.** In the event of a change in the Bank's Tariffs in the direction of reducing the amount of the commission (creating favourable conditions for the User), the Bank has the right to apply these changes unilaterally no later than the day following the entry into force of the changes to the Tariffs, without notifying the User;
 - 8.3.7.** Without the consent of the User, write off from the accounts the funds erroneously credited to the User's accounts;
 - 8.3.8.** Request the provision of information, information and documents to suspend the User's transactions, refuse to provide services or carry out the User's transactions in accordance with the requirements of the legislation on combating the legalization of proceeds from crime, the

financing of terrorism and the financing of the proliferation of weapons of mass destruction.

- 8.4. The User has the right to:
- 8.4.1. get acquainted with the current version of the Public Offer/Agreement at the Bank's offices, on the Bank's corporate website, the Bank's official pages on social networks or in information systems;
- 8.4.2. use "OFB Mobile" and make banking transactions in accordance with the requirements of this Agreement at any time at your own request on the principle of 24 (twenty-four) hours and 7 (seven) days a week;
- 8.4.3. require the Bank to provide documentary confirmation of the banking operation performed by the User in "OFB Mobile";
- 8.4.4. connect and use additional services offered by the Bank;
- 8.4.5. send a claim to the Bank on the quality of the Services rendered no later than 30 (thirty) calendar days from the date of its provision;
- 8.4.6. get advice on the issues of Remote Banking Service at the Contact Center of the Bank or at any branch of the Bank;
- 8.4.7. Unilaterally terminate this Agreement by closing access to the Service. In this case, the refund of funds to the User from deposit accounts opened with the help of the Service is made by the branch of the Bank in which the deposit account was opened in accordance with the established procedure in accordance with the terms of the deposit or the terms of early termination of the deposit.

9. RESPONSIBILITIES OF THE PARTIES AND DISPUTE RESOLUTION PROCEDURE

- 9.1. The Parties are responsible for non-fulfillment or improper fulfillment of their obligations stipulated in this Public Offer / Agreement in accordance with the current legislation of the Republic of Uzbekistan.
- 9.2. The user is responsible for the legality and expediency of banking transactions performed using the mobile application.
- 9.3. The Bank is responsible for the correctness of crediting and debiting funds from the User's Accounts.
- 9.4. The User is solely responsible for all operations using the "OFB Mobile" application on his behalf (using his Login, Password, SMS Code, etc.).
- 9.5. The user is fully responsible for the safety of his personal data when entering them on devices using unsecured connections or under threat of malware and applications.
- 9.6. The Bank is not responsible for improper performance of the terms of the Public Offer/Agreement, if such non-performance is caused by reasons beyond the Bank's control. The scope of the Bank's control is limited only to the performance of the mobile application itself, and does not include liability for failures caused by third parties, or in connection with the introduction of prohibitions or restrictions by government agencies.
- 9.7. The Bank does not guarantee the possibility of using the Service on all models of mobile phones, and is not responsible for the User's inability to use the Service for reasons related to the features of the hardware and software of the User's mobile phone.
- 9.8. The Bank is not responsible in cases where the transfer of funds to the recipient's bank card or the transfer to the recipient's details was carried out with violations of the terms and requirements due to the fault of other banks and/or other persons.

- 9.9.** The Bank is not responsible for errors made by the User when executing an Order at the time of entering the Service parameters or entering incorrect details of the recipient of the transfer. In these cases, the Services are considered to have been provided by the Bank to the User properly and in full compliance with the Agreement, and the User independently (without the participation of the Bank) settles further mutual settlements with the individual or legal entity to whose account the funds were received as a result of the provision of the Services.
- 9.10.** The Bank is not responsible:
- 9.10.1.** In the event that information about accounts and / or transactions carried out by him/her becomes known to third parties through the fault of the User;
 - 9.10.2.** For making an erroneous payment by the User using "OFB Mobile";
 - 9.10.3.** If it is impossible to provide access to "OFB Mobile" due to circumstances beyond the Bank's control;
 - 9.10.4.** For untimely or incorrect actions of the User in "OFB Mobile", if this is caused by entering incorrect data and / or untimely informing the Bank about changes in the User's personal data, including mobile phone numbers, as a result of which the provision of the Service may be suspended or information constituting a banking secret may be disclosed;
 - 9.10.5.** For the User's losses incurred as a result of the disclosure of the Login, Password, SMS-Code and other data through no fault of the Bank, regardless of the reasons that caused the occurrence of such an event;
 - 9.10.6.** In case of late notification of the Bank by the User about Data Compromise and/or use of "OFB Mobile" without his/her consent;
 - 9.10.7.** For the quality and technical condition of communication lines;
 - 9.10.8.** for the quality of the mobile phone and (or) its software used by the User to access the Service;
 - 9.10.9.** For delays and failures that occur in the networks of mobile operators and services of Internet providers, which may lead to a delay / non-delivery of SMS messages or a delay / failure in Internet systems;
 - 9.10.10.** For losses incurred as a result of infection of the User's technical means with malicious viruses, failures in the operation of the User's technical means;
 - 9.10.11.** For non-fulfillment of its obligations under the Agreement in connection with changes in legislation that make it impossible for the Bank to fulfil such obligations;
 - 9.10.12.** If, in the process of using "OFB Mobile", information about transactions on the User's Account becomes known to third parties through no fault of the Bank;
 - 9.10.13.** For malfunctions, errors and failures in the operation of software and / or hardware that ensure the operation of the mobile application, which arose for reasons beyond the control of the Bank;
 - 9.10.14.** For losses incurred by the User as a result of illegal actions of third parties, including those related to illegal access to the User's mobile phone, computer or other device that allows using the mobile application.
 - 9.10.15.** For the User's losses resulting from:
 - a.** changes made by the User or third parties to the software of a mobile phone, computer or other device that allows the use of "OFB Mobile", as well as a result of the presence of viruses and other malicious programs in these devices and software used by the User to access the System;

- b. violation by the User of the terms of this Agreement, recommendations on the use of the mobile application, as well as other security measures.
- 9.11.** The Bank is released from property liability in case of technical failures (disconnection/damage of power supply and communication networks, software failures and routine (technical) work of the processing center and the Bank's database, technical failures in national and international payment systems) that resulted in the Bank's failure to comply with terms of the Agreement.
- 9.12.** The Bank is not responsible for the suspension, freezing, blocking, non-execution of transfers, non-return of funds by the Bank, correspondent banks of the Bank and other banks, credit/financial organizations as part of the User's orders, if (due to):
- a. the funds are directly or indirectly intended for use in the state (territory) with which transactions are prohibited in accordance with national legislation or internal rules of banks or other financial institutions involved in the User's transfer;
 - b. the User's data or the name of the recipient (sender) are indicated in the list of persons involved in terrorist, extremist and other illegal activities, approved by authorized organizations of the Republic of Uzbekistan, international and / or foreign organizations;
 - c. The User and/or recipient (sender) is owned or controlled, acts on behalf of and/or in the interests of, or is directly and/or indirectly associated with a person included in the list of organizations and individuals involved in terrorist, extremist or other illegal activities, other lists approved by authorized organizations of the Republic of Uzbekistan, international and / or foreign organizations;
 - d. the recipient's account is opened in banks and/or credit/financial organizations in respect of which there is information about their participation in terrorist, extremist or other illegal activities, or they are listed in the list of organizations and individuals involved in terrorist, extremist or other illegal activities , other lists approved by authorized organizations of the Republic of Uzbekistan by international and / or foreign organizations;
 - e. this violates and / or may lead to violation of the established restrictions in accordance with the current legislation of the Republic of Uzbekistan, the regulations of international organizations, the legislation of foreign states applicable to the Bank due to the presence in the territory of these states of foreign currency accounts opened by the Bank in foreign banks - correspondents.
- 9.13.** The Bank is not responsible for the consequences of suspension of transactions, the application of measures to freeze (block) funds or other property due to compliance with the requirements of the legislation of the Republic of Uzbekistan on combating the legalization of proceeds from crime, the financing of terrorism and the financing of the proliferation of weapons of mass destruction.
- 9.14.** Disputes related to this Public Offer are resolved by the Parties through negotiations. If it is impossible to resolve disputes through negotiations, disputes are resolved in court on the basis of the current legislation of the Republic of Uzbekistan.

10.

PROCESSING OF PERSONAL DATA

- 10.1.** The User hereby freely and at his own will and in his own interests gives the Bank an indefinite consent to the processing and use by the Bank of any personal data of the User for the Bank to conduct its activities, fulfilment of the terms of this agreement by the Bank, as well as for other purposes that do not contradict the law. The User also consents to the transfer by the Bank of his personal data to third parties in order to fulfill the terms of this Agreement.
- 10.2.** The processing of any information (personal and/or contact data of the User) is carried out using automation tools or without them, including the collection, systematization, accumulation, storage, clarification, use, distribution (including transfer to the Bank's partners), depersonalization, blocking, destruction of personal data provided to the Bank in connection with the conclusion and execution of this Agreement, and other actions provided for by the current legislation of the Republic of Uzbekistan.
- 10.3.** By accepting this Public Offer, the User express his\her consent to:
- 10.3.1.** use by the Bank of the contact information specified during registration and in any other documents submitted to the Bank to inform the User of any information related to the provision of the Services under this Agreement;
- 10.3.2.** receiving from the Bank (to the mobile phone number, e-mail address and personal account) advertising, commercial and other information related to the use of the Services, including information about new services of the Bank and joint products of the Bank and third parties, by sending notifications;
- 10.3.3.** provision of the information specified in this clause to the issuing bank of the recipient's plastic card for the purposes of executing the Agreement, as well as for any other purposes directly or indirectly related to the execution of this Agreement;
- 10.3.4.** use (receipt) of personal data from the Data Processing Center of the state tax service and other state bodies.
- 10.4.** In order to provide loan products, the Bank has the right to receive and / or transfer all the necessary information (credit report / credit history / information, etc.) the User and / or the object of lending (if necessary) to a credit bureau and other organizations (departments, banks);
- 10.5.** The processing of personal data provided by the User is carried out for the purposes of:
- 10.5.1.** identification of the User;
- 10.5.2.** proper fulfillment of the Bank's obligations assumed within the framework of concluded agreements/contracts with the User, as well as agreements concluded with the Bank's Partners;
- 10.5.3.** proper fulfillment of obligations by the User assumed under the agreements/agreements concluded with the Bank;
- 10.5.4.** communication with the User, including sending notifications, requests and information regarding the use of the mobile application;
- 10.5.5.** provision of services by the Bank, as well as processing of requests and applications from the User, including with the subsequent transfer of such requests and applications for execution to counterparties/partners of the Bank;
- 10.5.6.** conducting statistical and other studies based on depersonalized data;
- 10.5.7.** distribution of proposals for participation in promotions initiated by the Bank jointly with Partners/counterparties and receipt of prizes/rewards provided for by the promotion;

- 10.5.8. distribution of advertising and information materials through the use of telephone, fax, e-mail or through direct contacts;
- 10.5.9. prevention of illegal actions using the mobile application;
- 10.5.10. other purposes that do not contradict the legislation of the Republic of Uzbekistan.

11. PRIVACY AND SECURITY MEASURES

- 11.1. The Parties undertake to take all necessary measures for the security and protection of information and documents.
- 11.2. The User undertakes to take appropriate measures to preserve confidentiality, prevent unauthorized use and protect data from unauthorized access by third parties, as well as to ensure the safety of his\her mobile device and is personally responsible in case of access to his\her mobile device by third parties.
- 11.3. The User's personal data is confidential. The Bank guarantees the inadmissibility of disclosure of personal data by the User and their dissemination without a reason.
- 11.4. The Bank has the right to disclose information about the User when:
 - a. such information is publicly available;
 - b. disclosed at the request or with the permission of the User;
 - c. subject to provision to the Bank's counterparties in the amount necessary for the Bank to fulfill the terms of this Agreement;
 - d. requires disclosure on the grounds provided for by law, and in other cases provided for by this Agreement and other agreements between the User and the Bank.
- 11.5. The Bank guarantees and improves the protection of the User's information and funds by monitoring threats coming from third parties or malicious programs and applications. In turn, the User undertakes to take precautions to ensure the safety of information, means of use and operations from third parties when using the "OFB Mobile" application.
- 11.6. the User is inactive for 5 (five) minutes, for security purposes the Bank will automatically end the session of using the system. The user needs to re-authenticate in the system.
- 11.7. In order to effectively prevent direct or indirect penetration into the bank of persons from the List provided by the Department for Combating Economic Crimes, as well as to prevent fraudulent transactions by users of the mobile application who have been identified, it is allowed to attach bank plastic cards in the mobile application belonging only to the users of the mobile application themselves.
- 11.8. The User, after installing the mobile application on his\her mobile phone (a personal phone that only the User has access) and during the entire period of using the mobile application, undertakes to take the following security measures:
 - 11.8.1. Set the screen lock of the mobile device using a password (digital, graphic key, if the phone supports – Touch-ID and Face-ID, etc.) to access the mobile application. At the same time, the password must exclude the possibility of third parties gaining access to the mobile application by random dialing. In this regard, do not use as passwords:
 - a. simple sequences of letters and numbers (for example, Abc123, Qwerty789, 1234, 5555, etc.);
 - b. phone numbers and passports, dates of birth and names of their closest relatives;

- c. the names of computers, monitors, office equipment around you and your favourite companies (for example: Apple123, Toyota111).
- 11.8.2. If possible, remember the password and do not write it down on the phone (in the form of SMS, notes, inscriptions on the back of the phone, etc.);
- 11.8.3. Do not store information received from the Bank in the form of SMS messages in the mobile phone;
- 11.8.4. Do not leave the mobile application open if the mobile phone is out of sight;
- 11.8.5. When giving the phone for repair, remove the SIM card from the phone, do not leave the SIM cards to third parties. Since the SIM card can be cloned, that is, to get the User's number and subsequently perform operations in the mobile application on behalf of the User;
- 11.8.6. Be careful: fraudsters often impersonate Bank employees. If a stranger calls on the mobile phone, who introduces himself/herself as a customer support specialist and asks for card details or received SMS, you must immediately stop the conversation and call the bank back by phone on the back of the card;
- 11.8.7. The User needs to pay attention to the requested information of the attacker. If the Attacker asks to provide the full card number, PIN and CVC codes, etc., then immediately ask the person about the Bank that needs the above data and for what reason the User's bank data is required. By these precautions, the User warns himself against authorized actions coming from third parties;
- 11.8.8. In case of damage and / or replacement of the SIM card, change of the phone number to which SMS notification is connected, it is necessary to disable SMS notification or call the Bank to disconnect SMS notification from the old number and connect it to the new one.

12. ANTI-CORRUPTION CONDITIONS

- 12.1. In fulfilling their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries shall not pay, offer to pay, or permit the payment of any money or valuables, directly or indirectly, to any persons, in order to influence the actions or decisions of such persons in order to obtain any undue advantages or other benefits.
- 12.2. In fulfilling their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries shall not carry out actions classified by current legislation as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable legislation and international acts on combating the legalization of proceeds from crime and the financing of terrorism.
- 12.3. Each Party to this Agreement refrains from stimulating in any way the employees of the other Party, including by providing sums of money, gifts, free performance of work (services) for them, and other methods that place the employee in a certain dependence and are aimed at ensuring that this employee performs any actions in favor of the Party stimulating him.
- 12.4. In the event that a Party suspects that a violation of any anti-corruption conditions has occurred or may occur, the relevant Party undertakes to notify the other Party in writing or orally, including via a hotline.

13. OTHER CONDITIONS

- 13.1. Relations between the Bank and the User that are not provided for in this Public Offer/Agreement is regulated by the current legislation of the Republic of Uzbekistan, internal regulatory documents of the Bank.
- 13.2. The Bank has the right to issue updates for the mobile application, and the User can install these updates in accordance with the established procedure. The User agrees that the terms and conditions of this Public Offer will be valid for the specified updates.
- 13.3. This Agreement comes into force from the moment of its acceptance by the User in the accordance with the established procedure and is valid indefinitely.
- 13.4. This Agreement is considered terminated from the moment access to the Service is closed, as well as until its termination on the grounds provided for by the legislation of the Republic of Uzbekistan and this Public Offer/Agreement.
- 13.5. The Bank has the right to unilaterally make changes to this Public Offer/Agreement, informing the User about this in electronic form.
- 13.6. The Bank shall notify the User of the changing/supplementing the terms of this Public Offer/Agreement at least 5 (five) calendar days prior to the date of the planned addition and/or change in compliance with the mandatory procedure for sending notification (offers) in electronic form, by posting the text of the changes/additions or a new edition of the public offer/Agreement on the Bank's corporate website at: www.ofb.uz.
- 13.7. The User's login to the System and continued use of the mobile application / receipt of the Services is an acceptance of the terms of the Public Offer / the Agreement (with amendments and supplements) in force at the time of such entry of the User into the System and use of the mobile application.
- 13.8. The Bank has the right at any time to prematurely withdraw this Public Offer for an indefinite period due to technical, organizational, legal or other reasons by sending the User a notice of withdrawal by sending an electronic message indicating the reasons for withdrawal.

14. ADDRESS AND BANK DETAILS

“Orient Finans” Private Joint-Stock Commercial Bank (“Orient Finans” PJSCB);

Registered office: 5 Osiyo street, Mirzo Ulugbek district, Tashkent city, Republic of Uzbekistan;

Postal code: 100052

Telephone number: +99871 205-55-55

The Bank's contact center: +99871 200- 88-99