

## **PUBLIC OFFER**

### **for opening and servicing a bank card for individuals of PJSCB “Davr Bank”**

In accordance with Articles 367-369, 771-789 of the Civil Code of the Republic of Uzbekistan, the Private Joint-Stock Commercial Bank “Davr Bank” (hereinafter - the Bank) offers an individual (hereinafter - the Client) to conclude a public offer (hereinafter - the Offer) for the provision of services and opening a bank card account.

The Client's acceptance of the Offer proposed by the Bank through their actions indicates that they agree to accept the Offer and have fully accepted the terms of the Offer without objections.

The Client can download the Offer in PDF format from the Bank's website [www.davrbank.uz](http://www.davrbank.uz) via the Bank's official mobile application.

### **1. Basic Concepts**

1.1. The following basic concepts and terms are used in the Offer:

**Client** – an individual who has applied to the Bank's Operations Department, branch, or BSC (Banking service center) with an online order through the mobile application and the Bank's official website with a request to open a bank card;

**Bank Card** - a payment card that allows its holder to make non-cash settlements through a bank account during the validity period of the bank card;

**Virtual Bank Card** – a special card intended for online and offline payments. This is a card containing all the details for making payments via the Internet and issued only in electronic form;

**Issuing Bank** — a bank that issues bank cards, owns the issued bank cards, and assumes obligations on its own behalf to their holders and acquiring banks for exercising rights to settlements using bank cards;

**Acquiring Bank** — settlements with sellers of goods (works, services) for transactions using bank cards, as well as issuing cash to the bank card holder directly at the cash desk or through an ATM and a bank providing non-cash services through an info kiosk;

**National Card (hereinafter - NC)** - a national payment instrument that allows holders of Uzcard/HUMO bank cards issued by the issuing bank to make non-cash settlements through a bank account and withdraw cash from the account within their funds;

**International Card (hereinafter - “IC”)** - an international payment instrument that allows the holder of a “VISA”, “MASTERCARD” bank card issued by the issuing bank to make non-cash settlements through a bank account and withdraw cash from the account within their funds;

**Order of issuance of international payment systems** – requirements for issuing bank cards by international payment systems; (“Visa”, “Mastercard”);

**PIN Code** – personal identification number, a secret code consisting of 4 digits, which confirms the right to dispose of funds on the card account and permission to dispose of the bank card holder's funds. This code is entered by the Client themselves (or an authorized person) through special devices upon presentation of the card to the Client by the Bank's responsible employee;

**Contactless Payment** – a payment method by touching the bank card to a payment terminal and/or ATM. The payment amount specified by the payment system is carried out without entering a PIN code;

**E-POS Terminal** — an electronic device that allows the bank card holder to pay for goods and services purchased online, as well as perform other operations provided for by law;

**ATM** – an electronic device designed for automatic cash withdrawal using a bank card;

**Info Kiosk**— an automated technical device with an “Online” mode that allows the Client to independently make non-cash payments, obtain information about the bank card balance, provide remote services such as connecting “SMS notifications” to a mobile phone;

**Transaction** – payment by the bank card holder for purchased goods, works, and services;

**Bank Card Blocking** – actions taken by the Bank to suspend or cancel bank cards in accordance with the rules of international and local payment systems, current regulatory legal documents of the Republic of Uzbekistan;

**Statement** – a bank card account statement generated at the Bank upon the Client's request;

**Payment systems HUMO/Uzcard** – a system entitled to conduct local and international settlements, allowing non-cash payment for goods, works (services), as well as cash settlements;

**Seller of Goods (Works, Services)** - a seller of goods, a legal entity (individual entrepreneur) performing works or providing services, who is obliged to accept payment using bank cards for goods (works, services) based on a contract concluded with the acquiring bank;

**Electronic Receipt (Slip)** - a terminal receipt confirming the transaction using a bank card and containing the amount, type, date of the transaction, as well as information allowing identification of the bank card and the terminal that generated this slip;

**Bank Tariff** - Commission fee charged for conducting bank operations using bank cards, for issuing bank cards and exchanging them for new ones;

**Minimum card balance (insurance deposit)** – the minimum balance of funds that must be kept on the bank card account;

**Non-Bank Payment System** – legal entities that determine the symbolism of the payment system and its rules and have the right to provide such services (CLICK, PAYME, PAYNET, etc.);

**Remote Service System** – a system providing sufficient communication (telecommunication means, digital and information technologies, a complex of software and hardware) between the service provider and the user for electronic use of services for a fee;

**Internal Control System Documents** – internal documents of the Bank adopted in the framework of combating the legalization of proceeds from crime, financing of terrorism and the proliferation of weapons of mass destruction, as well as anti-fraud measures and requirements for them;

**Acceptance** – full and unconditional acceptance of the Offer. Acceptance of the Offer means concluding a contract and has legal significance;

**Offer (Public Offer) - (hereinafter - Offer)** a proposal addressed to individuals containing the main conditions related to opening a bank card account and providing services to them, a proposal expressing the intention of the person making the offer to consider themselves as having concluded a contract with the person to whom the proposal is addressed and who accepts it;

**“SMS Notification System”** — an automatic information system that informs Bank clients about changes in the status of their accounts via SMS channels. Upon the Client's application, the phone number specified in it is activated by a Bank employee or by the Client themselves through special devices (ATM, info kiosk, etc.).

## **2. Subject of the Contract**

2.1. The subject of the contract is the relations related to opening a bank account (in national and foreign currency), issuing bank cards, as well as servicing bank card accounts in accordance with this contract and current legislation.

## **3. Procedure for Accepting the Offer**

3.1. The Offer is accepted by the Client in accordance with the following:

Opening a bank card and account provided by the Bank, as well as entering personal and other relevant information into the application form and confirming it;

Step-by-step completion of tasks allowing remote submission of an application for opening a bank card and account through the Bank's website, mobile application, or other methods permitted by the Bank.

3.2. Acceptance of the Offer (conclusion of the contract between the parties) is an appeal to the Bank via the Bank's communication channels (mobile application, website) with a request to open the Client's bank card account and provide information in electronic form.

3.3. The Offer is executed at the location of the Bank's branch where the account was opened and the bank card was presented to the Client.

## **4. Terms of the Offer**

4.1. Upon receipt of the acceptance and application in the prescribed form, the Bank opens the bank card and account and prepares them for issuance no later than the date specified in the application (within 10 banking business days if not specified in the application).

4.2. Upon receipt of the Client's application for the issuance of a bank card with an individual design, the bank card is provided within 10 business days, or within 15 business days if such an application is received through the Bank's structural subdivisions located in the regions (provinces).

4.3. After identification, the bank card issued by the Bank is presented to the Client or their authorized representative by an authorized employee, who personally signs in a special register in accordance with the rules. In this case, the Client or their authorized representative personally enters the password (PIN code) for the bank card through special devices (terminal, ATM, info kiosk) upon receipt of the card.

4.4. Delivery of the bank card by an outsourcing or courier service is also possible for an additional fee.

4.5. The validity period of the bank card is indicated on the front of the bank card. Upon expiration of the bank card's validity period, the account is blocked by the Bank.

4.6. The Bank may refuse to issue a bank card in accordance with the rules established by regulatory documents.

4.7. Upon receiving a statement from the Client regarding the loss or damage of the bank card, the Bank, at the Client's request, places the bank card on a block or "Stop List" within one business day.

4.8. The bank card may be blocked by the Bank in cases provided for by the Rules or at the initiative of an authorized body.

4.9. In case of loss or damage to the Client's bank card, the Client may impose a software restriction (block) without the Bank's involvement through the mobile application. The Client may lift the software restrictions on the bank card based on a written request to the Bank.

4.10. The Client pays a commission for the service, as specified in the Bank's tariff, to obtain a new bank card in place of a bank card placed on the "Stop List."

4.11. The bank card will be automatically blocked if the PIN code is entered incorrectly three times.

4.12. The Client may obtain information from the Bank regarding the timely and correct receipt and use of funds credited to the bank card.

4.13. In case of an erroneous transfer of funds to the Client's bank card account, the Client is obliged to immediately notify the Bank and return the funds to the appropriate account.

4.14. Upon expiration of the bank card's validity period, the Bank programmatically closes the account, and the remaining balance is transferred to the appropriate account for inactive deposits. The use of these funds is carried out by the Bank based on the Client's application and an identity document.

4.15. Operations on bank cards may be suspended in accordance with the rules of "Internal Control for Combating the Legalization of Proceeds from Criminal Activities, Financing of Terrorism, and Financing the Proliferation of Weapons of Mass Destruction in Commercial Banks."

4.16. The Bank may unilaterally amend the Offer based on the legislation of the Republic of Uzbekistan in case of changes in the procedure for opening and using accounts in republican banks by non-resident clients or the issuance procedure in the international payment system.

4.17. The Bank charges a commission for certain types of services provided under this contract without acceptance. The types of operations for which a service fee is charged and the commission amount are specified in the Bank's tariff.

4.18. The Client must submit a written objection to the Bank regarding unauthorized operations performed on the bank card account.

4.19. The Client's objections regarding the service are considered by the Bank in the manner and within the timeframe specified in the payment system rules. A commission is charged for unauthorized operations in accordance with the Bank's tariff.

4.20. The Client may make payments from the available funds on the bank card through payment terminals, ATMs, mobile applications, electronic payment systems installed at retail outlets, by specifying the payment amount, entering the bank card PIN code, or the confirmation code received via SMS notification into the relevant device or mobile application.

4.21. With the Client's permission, the bank card may be used by other persons in the prescribed manner, and the Bank is not liable for the legal consequences arising from such practice.

4.22. In case of claims by authorized bodies for the recovery of the Client's obligations on their bank accounts, the withdrawal of sufficient funds for recovery is carried out in the manner established by law and transferred to the accounts specified by the authorized body.

4.23. Payment for the Bank's services and other payment systems is debited from the Client's bank card account without acceptance in accordance with the Bank's tariffs applicable on the date of providing the relevant service, as well as in the amount specified in the Rules.

4.24. The Client may pay for the Bank's services for opening a bank card by any payment method. Presentation of the bank card without payment of the Bank's established service commission is not allowed.

4.25. The Bank may amend the commission tariff for services. In this case, the changes made will be posted on the Bank's website [www.davrbank.uz](http://www.davrbank.uz) and/or in the Bank's official mobile application ten days before they take effect.

4.26. The fact that the Client is unaware of changes in the Bank's tariffs for reasons beyond the Bank's control (e.g., the phone number is not working, etc.) does not prevent the Bank from charging service fees according to the amended tariffs. The Client's use of banking services under the amended tariffs implies their consent to the changes made to the Bank's tariffs.

4.27. If the Client does not collect the bank card within 30 calendar days from the date of submitting the application for its issuance, the unclaimed bank card is subject to destruction by the responsible employee.

## **5. Rights of the Parties**

### **5.1. Rights of the Client:**

- a) Independent management of the funds on the bank card;
- b) Obtaining statements on bank card transactions in accordance with the Bank's tariff;
- c) Use of other bank card services provided by the Bank;
- d) Notifying the Bank of the blocking or unblocking of the bank card in accordance with the Offer's rules, either in writing or electronically through the mobile application;
- e) Allowing other persons to use the bank card under their personal responsibility or to manage the funds in the bank card account;
- f) Exercising other rights established by law.

### **5.2. Rights of the Bank:**

- a) Providing the Client with bank cards for use, having identified the Client in the prescribed manner in accordance with the rules of "Internal Control for Combating the Legalization of Proceeds from Criminal Activities, Financing of Terrorism, and Financing the Proliferation of Weapons of Mass Destruction in Commercial Banks";
- b) Independently determining the Bank's tariffs, issuing bank cards, and charging service commissions without acceptance in accordance with the Bank's tariffs;
- c) Verifying the authenticity of funds credited to the Client's bank card account based on current legal requirements, and requesting additional information about conducted transactions when necessary;
- d) Processing the Client's personal data;
- e) In case of suspicion regarding the authenticity of provided document copies or if otherwise necessary, requiring the submission of original documents;
- f) If the Client fails to provide documents required for identification, provides knowingly false documents, or fails to submit requested documents in accordance with legal acts and this contract, as well as in other cases provided by legal acts, the Bank may refuse to open a bank card or to conduct transactions on the card (except for transactions involving the crediting of funds to the bank card account);
- g) If a suspicious transaction is identified through the bank card account, the Bank suspends client servicing until a written explanation from the Client regarding the legality of the transaction is received, restricts the withdrawal of funds resulting from the suspicious transaction on the bank card account, verifies the Client at their place of permanent registration, including whether the transaction is performed directly by the person specified in the contract;
- h) If there are reasonable suspicions that the Client's remote banking services were used for money laundering, terrorism financing, or financing the proliferation of weapons of mass destruction, temporarily suspending bank card transactions and withdrawing the bank card from circulation;

- i) Sending information about provided banking services, changes to their conditions, and other information deemed necessary for notification via SMS to the Client's phone number connected to the SMS banking service;
- j) Amending the Bank's tariffs by notifying the Client at least ten calendar days in advance in the manner established by this contract;
- k) Charging a service fee according to the established tariff for replacing a lost, damaged, or invalid bank card, as well as a bank card with an expired validity period;
- l) Not being liable for the legal consequences of SMS notifications sent by the Bank to the provided number due to the Client's failure to inform the Bank about a change in their mobile communication device;
- m) The Bank may decide to temporarily suspend bank card transactions and withdraw the bank card from circulation in the following cases:
  - When there are circumstances confirming the illegal use of the bank card or its details;
  - When the bank card is used by persons not authorized to use it;
  - In other cases provided for by the bank card usage contract;
- n) For the purpose of reviewing a transaction, when the Client or their transaction falls under sanctions or there is a risk of falling under sanctions:
  - Request additional information from the Client to review the transaction;
  - Restrict the transaction amount;
  - Restrict (reject) the transaction;
  - Refuse to provide services and unilaterally terminate the contract with the Client if the Client's profile information does not match the profile;
- o) If the Client violates the requirements of the international payment system regarding the issuance of international payment cards opened for non-resident clients, the Bank may unilaterally terminate the contract concluded with that Client and block the card;
- p) The Bank has the right to unilaterally amend and supplement this Offer in case of changes in the legislation of the Republic of Uzbekistan regarding the procedure for opening and using accounts in republican banks by non-resident clients or the issuance procedure of the international payment system;
- q) Transferring funds from the bank card account without the Client's consent in the following cases:
  - Payment for banking services in accordance with the Bank's tariff;
  - In case of incorrect or erroneous transfer of funds to the bank card account;
  - When conducting transactions exceeding the active balance on the card account, if these funds are not voluntarily returned by the Client within 3 (three) days;
- r) Exercising other rights provided for by law and this agreement.

## **6. Obligations of the Parties**

### **6.1. Obligations of the Client:**

- a) Before using the bank card, fully familiarize themselves with the terms of the Offer and understand the legal consequences arising from its acceptance;
- b) After receiving the bank card in accordance with this contract, set their own PIN code;
- c) Ensure that the phone number connected to the SMS banking service remains operational and prevent third parties from accessing SMS messages sent to this number, including not sharing one-time confirmation codes received via SMS notifications, passwords granting access to mobile applications with third parties, and immediately informing the Bank in case of a change in the mobile phone number;

- d) Be personally responsible for the consequences of disclosing the PIN code set for the bank card or the confirmation code received via SMS notification to the phone number connected to the SMS banking system to other persons, or allowing other persons to manage the funds in the bank card account in any other way;
- e) Use the bank card only within the limits of the available balance on the bank card account. In case of a negative balance on the bank card account, settle the debt amount no later than 1 month from the date the debt arose;
- f) Provide additional information and written explanations regarding transactions conducted through the bank card account upon the Bank's request, in accordance with the requirements of relevant documents and in cases provided for by this contract;
- g) In cases of loss, theft, or unauthorized use of the bank card, temporarily suspend bank card transactions, immediately notify the Bank, or perform this operation independently through the Bank's mobile application;
- h) Present documents necessary for client identification (e.g., original identity document) to the Bank for printing and copying, and in case of changes to the identity document details, submit these changes to the Bank within 3 (three) days;
- i) Ensure payment for banking services for transactions conducted through the bank card in the manner and amounts specified in the Bank's tariffs;
- j) Notify the Bank of incorrectly credited funds to the bank card account within 2 (two) banking days and return these funds within 3 (three) banking days;
- k) In case of changes to the information provided in the completed bank card application, notify the Bank in writing within 5 banking business days;
- l) Independently handle calculations for taxes and other mandatory payments subject to payment in accordance with the current legislation of the Republic of Uzbekistan;
- m) Regularly review other services of the Bank's payment system through the Bank's website pages/information boards at [www.davrbank.uz](http://www.davrbank.uz);
- n) Before ordering a bank card with an individual design, the Client must familiarize themselves with the rules and conditions for the Bank's issuance of individual bank cards (the rules and conditions for issuing bank cards can be found on the Bank's official website [www.davrbank.uz](http://www.davrbank.uz) and/or in the Bank's official mobile application);
- o) The Client has obligations listed in the requirements of other regulatory documents intended to establish the Client's obligations.

#### **6.2. Obligations of the Bank:**

- a) Issue the bank card in the manner and within the timeframe specified in this contract and transfer it to the holder in the prescribed manner;
- b) Conduct bank card transactions timely and correctly;
- c) Upon the Client's request, provide information on the rules for using the bank card and the limits of liability of the Bank and the Client for transactions conducted through it;
- d) Provide the Client with the ability to download the specified form of the Bank's offer in electronic form via mobile communication means prior to acceptance;
- e) Credit the received funds to the Client's account for replenishing the bank card account no later than the next banking business day. If the transfer of funds to the bank card account falls on a weekend or holiday, the transfer of funds will be carried out on the business day following the weekend or holiday;

f) Upon receiving notification from the Client about the loss or theft of the bank card, temporarily suspend bank card transactions and take measures to withdraw the bank card from circulation;

g) After termination of the contract and closure of the bank card account, transfer the funds available on the bank card account no later than 7 (seven) calendar days, and funds available on the international bank card account no later than 15 (fifteen) calendar days, to the corresponding account specified by the Client, with the minimum balance (insurance deposit). The card account sheet and the card balance must be identical (equal);

h) Post announcements about changes to the Bank's tariffs on the Bank's website [www.davrbank.uz](http://www.davrbank.uz) and/or in the Bank's official mobile application at least ten calendar days before such changes take effect and notify the Client in the manner established by this contract;

i) Inform the Client about the cancellation of the bank card before the expiration of its validity period, at least ten calendar days in advance, in the manner established by this contract;

j) Fulfill obligations provided for by the requirements of other regulatory documents intended to establish the Bank's obligations.

6.3. The parties, in their relations under this contract, undertake to comply with the requirements of the anti-corruption legislation of the Republic of Uzbekistan.

### **7. Liability of the Parties**

7.1. The parties are liable for non-performance or improper performance of their obligations arising from the requirements of this contract.

#### **7.2. Obligations of the Client:**

a) For the legality of transactions conducted through the bank card account and the accuracy of the information and documents provided to the Bank;

b) For full compensation of losses caused to the Bank as a result of unlawful use of the bank card account or illegal actions;

c) For transactions conducted through the bank card as a result of failure to notify the Bank about the loss or theft of the bank card in the manner established by this contract;

d) For the consequences of disclosing the bank card PIN code or the confirmation code received via SMS notification to the phone number connected to the Client's SMS banking system to other persons;

e) The holder of the main bank card is responsible for the use of the additional bank card, any shortfall in the bank card account and its coverage, as well as for any violations of the law arising in connection with the additional bank card and their consequences;

f) Bears liability in other cases provided for by law.

#### **7.3. Liability of the Bank:**

a) For failure to fulfill the conditions specified in the Offer;

b) For transactions with the bank card after placing the bank card in the "Stop List";

c) Bears liability in other cases provided for by law.

#### **7.4. The Bank is not liable to the Client in the following cases:**

a) If the Client violated the rules and procedures specified in the contract;

b) In case of unlawful actions committed by the Client;

c) In case of failure by the bank card holder to notify the Bank about the fact of loss of the bank card or its unauthorized use;

d) In case of disclosure by the Client to a third party of information about the bank card (PIN code, one-time SMS code, and others);

- e) Interruptions that may occur in the international and local payment systems, as well as in interbank electronic payment systems;
- f) When the bank card was not timely placed in the “Stop List” as a result of the Client’s failure to apply to the Bank with a statement about the loss or damage of the bank card;
- g) In case of interruptions in payment systems;
- h) For commissions charged by the respective payment system in accordance with its tariff for the use of payment system services;
- i) In other cases provided for by law.

## **8. Force Majeure Situations**

8.1. The parties are released from liability for partial or complete non-performance of their obligations under this contract if such a situation could not have been foreseen by the parties after the conclusion of the contract, and if the consequences of force majeure circumstances arising as a result of extraordinary events that cannot be eliminated by reasonable measures are taken into account.

8.2. The party relying on force majeure circumstances is obliged to immediately notify the other party in writing about the occurrence of such circumstances and provide a document issued by the relevant authority confirming the fact of such circumstances. The burden of proving the impossibility of fulfilling the obligation lies with the party referring to force majeure circumstances.

## **9. Dispute Resolution**

9.1. Disagreements arising between the parties are resolved through negotiations.

9.2. The parties may rely on data stored on devices recording completed transactions as evidence in resolving disputes or disagreements.

9.3. A written appeal is considered received by the parties upon the availability of a postal receipt confirming that one of the parties signed and received it or sent it by mail to the address.

9.4. If disputes and disagreements between the parties are not resolved through negotiations, they are subject to resolution in accordance with the current legislation of the Republic of Uzbekistan in the court at the location of the Operations Department, branch/Banking Service Center (BSC), or other subdivision that issued the bank card under this contract.

## **10. Term of the Contract, Procedure for Its Termination, Other Conditions**

10.1. This contract is concluded for a limited term and will remain in effect until the parties fully fulfill their obligations.

10.2. For the purpose of implementing the actions provided for by this Offer, as well as in accordance with the requirements of the Law of the Republic of Uzbekistan dated July 2, 2019, No-547 “On Personal Data,” the Client consents to any processing and storage of their data, including automated processing, as well as transferring personal data to third parties for collection, systematization, storage, modification, use, provision, distribution, transfer, assignment, and destruction of the Client’s data, as well as performing actions provided for by this Offer.

10.3. The contract may be terminated at the initiative of one of the parties or in the manner established by law.

10.4. This contract may be terminated at the Client’s discretion at any time after making all payments related to the provision of banking services.

10.5. Upon termination of the contract at the Client’s initiative, the bank card issued under the contract must be returned to the Bank.



10.6. The basis for this is the termination of the contract and the closure of the bank card account.

10.7. Neither party is obliged to retain or sign a paper version of this agreement. The current version of the contract can be downloaded from the Bank's website [www.davrbank.uz](http://www.davrbank.uz) or in the mobile application as a PDF file.

10.8. All relations not provided for by this contract and related to it are regulated by the current legislation of the Republic of Uzbekistan.

### **11. Bank's Details**

11.1. Legal address: Republic of Uzbekistan, Tashkent city, Shaykhantakhur district, Navoi-Zarkaynar Street, Block A;

TIN: 203709707;

Tel.: +998 71 207-40-40;

Website: [www.davrbank.uz](http://www.davrbank.uz)