

## **FINAL USER LICENSE AGREEMENT**

This program is provided by "Yelo Bank" OJSC (hereinafter "Bank"). This Final User License Agreement (hereinafter "Agreement") is an agreement between you and the Bank, and this Agreement applies to your use of this software (hereinafter "software") and the use of this technology provided by the Bank.

This program allows you (hereinafter "Customer") to submit the Bank the ID details (information that allows to identify the Customer) in order to provide you with financial services and products.

"Standard Terms and Conditions for the Provision of Banking Services for Individuals" (hereinafter "Standard Terms") applies to the provision of online banking services by the Bank on the account opened by the Customer at the Bank or for the services provided by the Bank and the terms of this Agreement govern the Customer's use of online banking services. By complying with the terms of this Agreement, the Customer shall also ensure compliance with the provisions of the Standard Terms. If any Standard Terms conflict with the terms and conditions set forth in this Agreement, the relevant provisions of the Standard Terms shall apply.

The Customer may at any time review the current version of this Agreement within the Software through the Information. In accordance with this Agreement, the Bank grants you an exclusive license to use the Software on any mobile device or other electronic device you own, control or use. This license will expire on the date you download the program and use it for the first time and shall remain in force until terminated in accordance with this Agreement.

By accessing the system provided by the Software and selecting the Agree button, you agree to the terms of this Agreement, the Privacy Policy and the Cookie Policy of the Software after downloading this software.

### **1. General terms**

1.1. The Customer submits his/her ID information to the Bank. This information will be used by the Bank to identify the Customer and ensure the security of future transactions between the Bank and the Customer in future transactions within the framework of Internet banking services.

1.2. The Customer enters the ID information to use these services by registering in the Internet banking system in the form specified by the Bank.

1.3. The Customer downloads the mobile applications of the Internet banking system only from the official "Google Play" or "App Store" services and installs them on the mobile device.

1.4. The customer has the opportunity to use the services offered by the Bank after connecting to the system. The customer can change some of his/her ID information accordingly by using the bank's internet banking service. The transactions between the Bank and the Customer will be

carried out on the basis of new information from the moment the information is changed. When a customer changes his/her mobile phone number, he/she re-registers by applying to the Bank.

1.5. The customer can perform the operations offered by the bank by entering the system.

1.6. During any transaction, the Bank may require confirmation of the transaction by using the key password assigned by the Customer or by obtaining a one-time password. The mobile application may require the Customer to enter a fingerprint or passcode for this purpose. A mobile number with automatic registration of the Customer's connection to the system is used to send a one-time password and confirmation of other operations performed on the system.

1.7. In cases specified by legislation, the Customer may be required to use the appropriate electronic signature (MCIT "Electronic signature" certificates, "ASAN signature" and other electronic signatures with a certificate of improvement in the manner prescribed by legislation) to perform certain operations. The terms of the relevant legislative acts of the Republic of Azerbaijan will be applied when conducting transactions by electronic signature.

1.8. The Customer must pay the service fees for the operations determined by the Bank's current tariffs. The Bank may unilaterally deduct the service fees to be paid by the Customer from the funds in the Customer's accounts by submitting the service tariffs to the Customer on the website and in the relevant section of the mobile application. The Customer agrees to these tariffs and agrees to deduct service fees from his/her bank accounts without his/her consent by performing the relevant operations.

1.9. The Customer has to prevent the use by third parties of his/her username, password or other confidential information necessary for conducting transactions through Internet banking services, as well as has not transfer his/her information to any third parties.

## **2. Rights and obligations of the parties**

2.1. Rights and obligations of the Bank:

2.1.1. To set and change limits unilaterally without prior notice to the Customer and without his/her consent and impose restrictions on the use of Internet banking services;

2.1.2. Not to provide internet banking services if one of the following cases occurs:

2.1.2.1. If there are not enough funds in the account/accounts for the transaction on the order given by the Customer;

2.1.2.2. If the assignment given by the Customer contradicts this Agreement or the existing legislation of the Republic of Azerbaijan;

2.1.2.3. If the Customer conducts operations or activities that may damage the Bank's business reputation;

2.1.2.4. If suspicious circumstances are identified regarding unauthorized access to Customer's ID information;

2.1.3. To perform the tasks assigned by the Client in accordance with this Agreement;

2.1.4. To suspend the mobile banking service from the moment the Customer applies to the Bank in case of loss, theft or blocking of the SIM-card connected to the mobile device or account;

2.1.5 To transfer all or part of the rights under this Agreement to any other party. The Customer may not transfer the rights and obligations acquired under this Agreement to another person.

2.1.6. The Bank may terminate this Agreement for any reason by giving prior notice to the Customer.

2.1.7. To perform the rights and obligations arising from this Agreement and the current legislation of the Republic of Azerbaijan.

2.2. Rights and obligations of the Customer:

2.2.1. To use electronic services provided by the Bank;

2.2.2. To inform the Bank in case of loss, theft or blocking of Customer's mobile device or SIM-card connected to his/her account, also in case of unauthorized use of funds in the bank account, in case of any errors or inconsistencies in bank account operations, in case of suspicion of unauthorized access to identification data, as well as in case presence of a technical problem with the Internet banking service or an error in the identification methods;

2.2.3. To confirm the completeness and accuracy of the information entered by the Customer during registration in the mobile application and to keep secure Pin, Login and other information not required to be disclosed;

2.2.4. To perform the rights and obligations arising from this Agreement and the current legislation of the Republic of Azerbaijan.

### **3. Responsibility of the Parties**

3.1. A party that fails to perform or improperly performs its obligations under this Agreement shall be liable for the damage/loss caused to the other party in accordance with the legislation of the Republic of Azerbaijan and compensate the other party in full for the damage/loss.

3.2. The Customer is responsible for the following cases:

- 3.2.1. As a result of incorrect entry of any information (details, account information or transfer amount, etc.) during the operations;
- 3.2.2. If the mobile device used to access the Internet banking system has full access to the operating or file system ("root" or "jailbrake");
- 3.2.3. If there is any malware on the computer or mobile device used to access the Internet banking system;
- 3.2.4. If the Customer downloads a mobile application used to access the Internet banking system from sources other than the official "Google Play" or "App Store";
- 3.2.5. If there is a technical problem with the computer or mobile device or if they do not work properly;
- 3.2.6. If there are problems with the Internet during the issuance and transmission of electronic data for reasons beyond the control of the Bank;
- 3.2.7. As a result of not installation, maintenance and use of the software by the Customer in the prescribed manner;
- 3.2.8. If any malicious code is found on the mobile device, due to fraud on its account;
- 3.2.9. In case of damage as a result of use of username, password and other confidential information by third parties;
- 3.2.10. In case of loss or theft of the SIM-card connected to the Customer's mobile device or account, as well as in case of unauthorized use of funds in the bank account, in case of any errors or inconsistencies in bank account operations, in case of suspicion of unauthorized access to identification data, as well as in case the presence of a technical malfunction in the electronic banking service or an error in the identification methods.

#### **4. Lack of warranty**

- 4.1. This software is provided without any endorsement, statement, warranty, guarantee or agreement regarding its function, quality or expediency. The Bank does not guarantee that access to this program will be unimpeded, delayed or problematic.
- 4.2. The Bank does not warrant that no viruses or other dangerous or destructive features will be transmitted or that the Customer's mobile device will not be damaged while using this software. The Customer is responsible for maintaining appropriate protection and data backup or for taking appropriate measures to check for equipment and computer viruses or other destructive features.
- 4.3. The Bank is not responsible for any third party software that may be used in conjunction with or in connection with the Software.

## **5. Intellectual Property Rights**

5.1. "Yelo Bank" is a trademark of the Bank, and the rights to the "Yelo Bank" trademark and all related trademarks belong to the Bank. Users may not use or reproduce the Bank's trademark, logo or brand name for individual, organizational or any commercial purposes.

5.2. Claims by the user or a third party regarding the ownership of the Software or its use, including the infringement of the intellectual property rights of a third party, claims for liability for the product and claims for compliance with legal or regulatory requirements and protection of the Customer's rights shall be forwarded to the Bank.

5.3. The copyright on the pages, images, information and materials included in the program belongs to the Bank or it is licensed.

5.4. The Customer has the following duties:

(i) Not to copy or duplicate the program in whole or in part,

(ii) Not to change, modify or adapt to the program or any part of it,

(iii) Not to issue or interfere with any copyright notice within the application or related to it (all ownership belongs to the Bank), or

(iv) Not to reverse the design of the application.

## **6. Other terms**

6.1. All transactions carried out by the Customer through internet banking services have the force of an agreement between him/her and the Bank.

6.2. Transactions performed by the Customer in the manner provided for in this Agreement shall be at his/her own discretion. All confirmations made over the Internet and via a mobile device are considered to be another analogue of his/her signature and are equivalent to his/her written signature.

6.3. This Agreement is confirmed by the Customer by the mobile phone number entered during registration or by electronic signature connected to that number. In this case, the registration of the Customer with a mobile phone number is considered as a manifestation of his/her will.

6.4. Agreements approved with a mobile phone number and electronic documents approved during transactions with a mobile application are accepted as a type of evidence in resolving disputes.

6.5. The Bank may suspend and cancel operations through the Internet banking service in the following cases:

6.5.1. At the initiative of the Customer or the Bank;

6.5.2. In case of violation of the terms of the Agreement;

6.5.3. In cases stipulated by the legislation.

6.6. Other terms and conditions governing the relations arising from this Agreement shall be governed by the Standard Terms concluded between the parties.

6.7. Disputes between the parties are resolved by mutual agreement and negotiations. Disputes that are not resolved through negotiations shall be resolved in court in accordance with the existing legislation of the Republic of Azerbaijan.

6.8. Issues not regulated by the Agreement are regulated by the existing legislation of the Republic of Azerbaijan.

6.9. In order to consider any appeals (complaints, applications and proposals) that may arise in connection with the implementation of Internet banking can be contacted the staff of the Consumer Protection Department at the following contact numbers and e-mail: Contact phone: (+994 12) 981; e-mail: bank@yelo.az; website: yelo.az. However, failure to provide such information by the Customer due to busy lines or any other technical reason does not create any obligation for the Bank.

6.10. The Bank may inform the Customer about its products and services via short message (sms). Such sms will be sent to the mobile phone number provided by the Customer to the Bank. By signing the Agreement, the Customer also confirms that he/she does not object to sending of information and advertising SMS to him/her.

## **7. Cookies**

In order to take into account the wishes of the Customer and monitor the use of the Software, the Software uses small data units (cookies) stored on the Customer's device in order to connect the Bank's systems and maintain security. By installing and using this Software, the Customer agrees with the Bank to store and access the information on the Customer's device.