

POS Service Terms and Tariffs

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Definitions

Terms mean POS Service Terms and Tariffs

Bank means Ameriabank CJSC.

Merchant means a point of trade or service resident in Armenia and involved in sale of goods and (or) provision of services that has been established by a legal entity/individual entrepreneur being a Bank customer, which has executed the POS Service Application-Agreement. For the purposes of the Terms, the term “Merchant” also includes the legal entities/individual entrepreneurs that are POS service customers.

Party(Parties) means the Bank and the Merchant.

Payment Card (also the “Card”) means a payment instrument for noncash payments.

Payment System(s) means payment systems servicing cards (VISA, MasterCard, ArCa, etc. (if any)).

POS terminal means an electronic device used for non-cash transactions.

Device means a POS terminal or a Cash Register designed for ensuring acceptance of non-cash card payments at Merchants.

POS Service (also the “Service”) means a service provided by the Bank to ensure acceptance of non-cash card payments for sale of goods and (or) provision of services and related settlements at the Merchant.

Issuing Bank means the bank issuing the payment card.

Authorization means the process of receiving the issuing bank’s permission to perform a card transaction.

Cardholder means a person who has entered into a payment card issuance and service agreement with the issuing bank.

Transaction means a card transaction made at the Merchant **via the Device**.

Notice means notices, materials/documents provided by the Bank to the Merchant in connection with the Service, information on the revision of the Terms, as well as other information stipulated by the Republic of Armenia laws and regulations.

Decision means the CBA decision # 27Ն dated February 9, 2026

1. Tariffs of the Service

1.1. The Merchant shall pay to the Bank the fees specified in this chapter for each transaction in accordance with the order established by the Terms, unless otherwise agreed upon by the Bank and the Merchant.

1.2. Based on long-term cooperation between the Bank and the Merchant, the volume of transactions executed by the Merchant and other sound reasons specified in the Bank’s internal regulations, the Bank may apply tariffs and terms different from those defined herein. All such tariffs and terms will be regulated by additional documents and/or agreements.

1.3. The fees prescribed by this chapter that are subject to VAT include VAT.

1.4. The Service will be provided at the following rates:

Card type	Fees from the transactions (%)			
	Provision of the Service (other than Ameria PhonePOS) if the Merchant complies with the	Provision of the Service if the Merchant does not comply with the criteria defined by the Decision		
		<table border="1" style="width: 100%;"> <tr> <td>Via the Cash Register owned by the Merchant</td> <td>Via the Device owned by the Bank or via Ameria PhonePOS</td> </tr> </table>	Via the Cash Register owned by the Merchant	Via the Device owned by the Bank or via Ameria PhonePOS
Via the Cash Register owned by the Merchant	Via the Device owned by the Bank or via Ameria PhonePOS			

	criteria defined by the Decision ¹		
ArCA cards	0.5	1	1.5
VISA, MasterCard cards of ArCa member banks	0.9	1.8	2.7
VISA, MasterCard cards of non-ArCa member banks	Fees applicable in cases when the Merchant does not comply with the criteria defined by the Decision are applied.	2.5	2.7

1.5. If the Merchant complies with the criteria defined by the Decision, the Merchant's total monthly turnover of transactions via the Device does not exceed AMD 50,000 and the total monthly fees paid for the executed transactions is less than the specified maximum monthly service fee (including other fixed or regular payments), the Bank may charge a fee equal to the difference between the specified monthly fee and total monthly fees paid. Monthly service fee applies to each Device activated for the Merchant.

1.5.1. Service fee for the Devices located in Yerevan: maximum AMD 4,600

1.5.2. Service fee for the Devices located in the regional cities of Armenia: maximum AMD 3,000

1.5.3. Service fee for the Devices located in the villages of Armenia: maximum AMD 1000

1.6. If the Merchant does not comply with the criteria defined by the Decision, and

1.6.1. the monthly turnover of transactions through the POS-terminal provided by the Bank is less than AMD 1,000,000, the Bank may charge a monthly service fee of AMD 5,000.

1.6.2. the monthly turnover of transactions at the Merchant through the Cash Registers owned by the Bank is below AMD 500,000, the Bank may charge a monthly service fee of AMD 5,000.

1.7. If the Merchant does not comply with the criteria defined by the Decision, and the total monthly fees paid for the transactions executed via the Cash Register owned by the Merchant is less than the specified minimum monthly fee, the Bank may charge a monthly fee equal to the difference of the minimum monthly fee and total monthly fees. Minimum monthly fee applies to each Cash Register activated for the Merchant.

1.7.1. Service fee for the Devices located in Yerevan: maximum AMD 4,600

1.7.2. Service fee for the Devices located in the regional cities of Armenia: maximum AMD 2950

1.7.3. Service fee for the Devices located in the villages of Armenia: maximum AMD 1000

1.8. No fee is applied for activation of the Service via a Cash Register. However, if within one year after activation the Service is terminated or the Cash Register is replaced with another device on the Merchant's initiative, the Bank may charge to the Merchant a fine equal to AMD 50,000.

2. Signing of the Agreement, Its Amendment, Service Activation

2.1. The Terms set out the conditions of relationships between the Merchants as the users of the POS service and the Bank as the POS service provider.

¹ In case of lack of sufficient information the Bank has the right to request the Merchant to provide documents certifying its compliance with the CBA Decision. Furthermore, if the Merchant fails to provide the respective documents in accordance with the order and time frames determined by the Bank, the Bank has the right to reject provision of the Service.

- 2.2. These Terms apply to the Merchants that have activated and are using the Service within the scope of the Program².
- 2.3. The Bank shall provide to the Merchant POS service based on the Application-Agreement (hereinafter “Application-Agreement”) submitted by the Merchant to the Bank in approved form and in accordance with the terms specified therein, whereby the Merchant unconditionally accepts the Terms.
- 2.4. The application-agreement in the scope of the POS service provision may be signed by the Parties, subject to the conditions contained therein, via the distance banking system used by the Bank (the “System”). In any case when the application-agreement is signed through the System, the Bank may apply additional means of identification. The application-agreement executed between the Merchant and the Bank via the System in accordance with the requirements specified in this clause shall have the same legal effect as an agreement with a handwritten signature.
- 2.5. The relationships between the Parties under these Terms arise/become effective:
 - 2.5.1. With regards to the Merchant’s consents and confirmations required for the provision of the Service, from the time the Terms are accepted and/or the Merchants provides separate consents and approvals to the Bank. The consents indicated in this clause are considered a condition precedent to applying for the Service and shall be used by the Bank to make a decision on the provision of the Service and/or to provide the Service.
 - 2.5.2. With regards to the provision of the Service by the Bank, from the time the Bank receives and confirms the acceptance (i.e. the Application-Agreement) of the Merchant which together with the Terms shall be considered an agreement between the Parties (hereinafter the “Agreement”) from that same moment. The Agreement shall be considered signed via the System from the time the Application-Agreement is submitted to the Bank, and the notice of its receipt and acceptance is sent to the Merchant by the Bank, and/or from the time the provision of the Service is approved.
- 2.6. Within the scope of the Program the Service is provided on condition of using it for 5 (five) years in a row. If the obligation to comply with this requirement is terminated on the Merchant’s initiative and the Merchant wishes to apply to another financial organization for getting the service of accepting non-cash payments by card (including while continuing to use the Service provided by the Bank), the Merchant shall pay to the Bank a cancellation fee in the amount of 4 percent of the non-cash turnover through the Cash Register during the calendar year preceding the date of submitting the termination application, or AMD 300,000, whichever is greater. The Bank is authorized to charge the specified amount to the Merchant’s account through direct debiting in the manner prescribed by the Terms.
- 2.7. The Merchant may file to the Bank the instruction on making changes in the terms of the Service specified in the Application-Agreement in the form defined by the Bank. The Bank shall review the Merchant's instruction and shall process/reject it in the order and within the time frames defined by the Republic of Armenia laws and regulations, payment system rules and/or the Bank’s internal legal regulations. From the moment such changes become effective, other instructions filed previously regarding the respective terms shall be considered no longer effective. For the purposes of the Terms, the instructions submitted under the Application-Agreement and the chosen terms shall be applicable as further amended or modified.
- 2.8. The Bank shall have a right to unilaterally amend the Terms without additional consent of the Merchant, by placing them on the Bank’s official website and/or notifying the Customer in another manner stipulated by the Bank, unless otherwise required by the Republic of Armenia Legislation. In cases stipulated by the Republic of Armenia Legislation, the Bank shall send to the Merchant a respective notice about the amendments and supplements to the Terms in the manner prescribed by the Terms.
- 2.9. The Bank shall proceed with activation of the Service within 5 (five) banking days upon executing the Agreement, unless there are grounds prohibiting provision of the Service based on the results of the research carried out by the Bank in accordance with the Bank’s internal legal regulations. Where the Service is

² For the purposes of these Terms, Program means activation of non-cash payment option on new generation cash registers from July 14, 2022 in order to enable the business entities specified in the list pre-approved by the Central Bank of Armenia to accept bank card payments within the scope of the Republic of Armenia Law “On Cashless Transactions” (hereinafter the “Law”).

Visit <https://ameriabank.am/business> to find out whether or not Program-related clauses of these Terms apply to you.

provided by a Cash Register, the term may be extended depending on the time required for the Bank to obtain respective patents and technical specifications from respective organizations. Where the Service is provided in the regions of Armenia, it may take up to 10 (ten) banking days to obtain such patents and technical specifications.

3. Using the Service

- 3.1. The Bank shall ensure 24/7 authorization of card transactions at the Merchant and shall transfer the transaction amounts to the Merchant within 5 (five) banking days after confirmation of the transactions by the Processing Center, by charging the fee specified in the Terms. The Bank shall provide the amounts of transactions which have been properly processed in accordance with the requirements of the Agreement.
- 3.2. The Bank can charge the outstanding amounts payable by the Merchant to the Merchant's accounts with the Bank in Armenian drams and other currencies through direct debiting.
- 3.3. In the course of legal relations with the Merchant under the Terms the Bank may request the Merchant to make a guarantee deposit depending on the nature and type of the Merchant's business activities subject to the decision of the Bank's authorized body. In such cases, the Bank shall place limitations on the reserve funds available on the Merchant's account and give notice of it to the Merchant within 2 (two) business days in accordance with the Terms. The Bank shall have the right to limit use of such reserve funds by the Merchant also during up to 6 (six) months after termination of the Agreement, as well as charge to such funds the amount of Service-related costs arising throughout the term of the Agreement and after its termination and damages caused to the Bank as a result of breach of the Terms.
- 3.4. The Merchant shall accept card payments in accordance with the Bank's Merchant's Guide to the Payment Card Service. The Guide is provided to the Merchant together with the Device or when activating the Service.
- 3.5. Card transactions can be handled only by properly trained staff of the Merchant. At the Merchant's choice the Bank can organize the training of the respective staff.
- 3.6. The Merchant shall keep copies of card transaction slips (electronic copies in case of Ameria PhonePos transactions) intact for 1 (one) year following the date of transaction, unless a longer period is stipulated by the laws of Armenia for the business industry of the Merchant, and upon request provide them to the Bank within 3 (three) banking days.
- 3.7. The Merchant does not have the right to charge additional amounts to cardholders for card transactions and/or apply terms other than those defined for the Merchant's cash transactions.
- 3.8. The Merchant shall not be entitled to give cash refunds to cardholders for non-cash payments. Chargeback for invalid or canceled card transactions shall be provided by bank transfer.
- 3.9. The Merchant shall not divide the card transaction into 2 (two) or more separate transactions.
- 3.10. The Merchant shall not request or use the cardholder's bank account number for any purpose other than as payment for its goods or services, as well as using the payment account validation service provided by the payment systems.
- 3.11. The Merchant shall not have a right to accept card payments in the scope of the Service to settle the cardholder's existing debt or refinance such debt.

4. Use of the Device and Ameria PhonePos

- 4.1. At the Merchant's option, POS service may be provided in the following ways:
 - 4.1.1. Via the Device
 - 4.1.2. As Ameria PhonePos software via the Bank's Ameria PhonePos app
- 4.2. During the validity term of the Agreement, where necessary, the method of POS service provision and the type and/or the quantity of the Device the may be modified by consent of the Parties.
- 4.3. The Device is provided to the Merchant by the Bank unless otherwise agreed between the Parties.

- 4.4. The Merchant shall define the venue for installation of the Device in the manner agreed with the Bank and shall ensure a reliable connection with the Bank with the technical means required for authorization of non-cash payments by cards.
- 4.5. In case of selecting Ameria PhonePos option, the Merchant downloads the Bank's Ameria PhonePos application to the mobile device owned by the Merchant. Ameria PhonePos may be downloaded only to Android 8.1 and higher category devices with NFC (Near-field communication) function.
- 4.6. The Merchant shall not be entitled to modify and/or provide to the third parties the Device, Ameria PhonePos application, computer software, regulatory documents and other materials provided by the Bank.
- 4.7. The Device and the Ameria PhonePos application shall be used solely for the Merchant's transactions. The Merchant does not have the right to submit payment for the transactions resulting from sales by another merchant.
- 4.8. The Merchant shall ensure proper control over the Device (including the one on which Ameria PhonePos is installed) and shall not sublease it and/or allow the third parties to use it.
- 4.9. The Merchant shall forthwith notify the Bank in case of failure of the Device or the Ameria PhonePos application as well as in case the device on which Ameria PhonePos application is installed is lost or Ameria PhonePos login data becomes available to the third parties and shall immediately suspend servicing of cards via the Device or the application until receiving further instructions from the Bank.
- 4.10. The Merchant shall not have a right to read the card data via any equipment or means other than the Device or Ameria PhonePos app. The Bank can monitor compliance with this provision by the Merchant.
- 4.11. The Merchant shall return the Bank-owned Devices within 1 (one) banking day upon written request of the Bank.
- 4.12. The Merchant may request the Bank to provide all materials required for proper operation of the Device.
- 4.13. The Bank shall provide to the Merchant promotional materials with the Bank's logo for performing card transactions and shall ensure proper technical maintenance of the Device.

5. Monitoring, Frauds, Disputed Transactions

- 5.1. The Merchant shall avoid executing transactions that are forbidden or are considered illegal under the Republic of Armenia laws and regulations and payment system rules. Upon detection of such transactions, the Merchant may be fined in the manner and amount determined by the respective payment system. Such fine may be reduced or canceled if the Merchant resolves the issue before receiving a violation notification from the payment system.
- 5.2. Through the course of legal relations with the Merchant under these Terms the Bank has the right to perform monitoring of card transactions in accordance with the requirements of payments systems and the Bank's internal legal regulations.
- 5.3. The Bank can restrict the Merchant's access to the funds available on the Merchant's bank account in the amount of disputed transaction amount for the period defined under applicable chargeback rules of payment systems but in any case not longer than 6 (six) months, if the person who made a payment at the Merchant disputes the transaction.
- 5.4. The Bank may charge the amounts of transactions to the Merchant (or to the Merchant's accounts with the Bank) if such transactions (i) were executed through breach of the Terms, (ii) are illegal, (iii) have been disputed by third parties requesting a chargeback, and the Bank has confirmed the validity of such request. In such cases, the Bank shall give a respective notice to the Merchant.
- 5.5. The Merchant shall reimburse the Bank for all costs the Bank may incur in connection with the disputed transaction in case the Bank participates in dispute-related arbitration upon the Merchant's request in accordance with the rules of the payment systems.
- 5.6. The Merchant shall not accept card payments if the Merchant knows or may know that it is fraudulent/illegal or not authorized by the cardholder.
- 5.7. The Merchant shall not accept payment for any transaction that has been earlier disputed by the cardholder.

- 5.8. The Merchant shall forthwith notify the Bank about any suspicious or unauthorized card transaction(s) or such doubts (if any).

6. Service Suspension, Agreement Termination

- 6.1. Should the Merchant fail to comply with the Terms and to perform the obligations to the Bank in a timely manner, the Bank shall have the right to suspend the Service by giving the Merchant a respective notice in accordance with the Terms, as well as to impose other limitations on the Service if requested so by the payment systems.
- 6.2. In case of detecting fraudulent or suspicious card transactions at the Merchant the Bank is entitled to suspend or terminate POS service at any time at its own discretion by sending an advance notice to the Merchant by email and suspend the Merchant's access to the account and the funds available on the account until relevant clarifications are made. The Merchant shall be liable for all losses caused by such transactions.
- 6.3. The Merchant has the right to terminate the Agreement by giving the Bank a prior written notice and paying to the Bank in full all outstanding liabilities with respect to the Service.
- 6.4. The Bank shall be authorized to terminate the Agreement (and deactivate the Cash Register in such a case) unilaterally and request the Merchant to return the Bank-owned Device by notifying the Merchant about it 5 (five) business days prior to such termination in the following cases:
- 6.4.1. Breach of the Terms
- 6.4.2. Subject to the Republic of Armenia laws and regulations and/or the Bank's internal legal regulations
- 6.4.3. In case of the Merchant's failure to perform with the Bank's lawful claims, including in case of (i) failure to perform the obligations to the Bank in a timely manner, and (ii) failure to provide the information or documents requested by the Bank
- 6.4.4. If the payment systems request the Bank to terminate the Agreement with the Merchant
- 6.4.5. The Merchant carries out such an activity that may damage or impair the good reputation of the payment systems
- 6.4.6. Where the Merchant is an individual entrepreneur, and the individual registered as such individual entrepreneur dies, in the case of receipt of a proper notice of the death, including sufficient documentary proof, as well as in the case the Bank receives such information from the sources it assesses as reliable
- 6.4.7. In other cases envisaged under the Terms.
- Furthermore, the Bank shall not be liable for the losses incurred by the Merchant in such cases and the Merchant shall reimburse to the Bank all losses, damages and costs incurred by the Bank in the specified cases.
- 6.5. Termination of the Service shall not entail termination of the Merchant's liabilities to the Bank.
- 6.6. The Parties shall perform their obligations under the Agreement also with respect to the transactions performed within the scope of the Service prior to Agreement termination but sent to the Bank for processing after Agreement termination.
- 6.7. In case of Agreement termination, the Merchant shall, within 10 (ten) business days, return the Device provided by the Bank and discontinue registration of the Cash Register at the respective state authority of Armenia.
- 6.8. Within 1 (one) year after expiry or termination of the Agreement, the Merchant shall provide to the Bank full and adequate compensation for damages (including the damage to the Bank's reputation and image) and financial losses incurred as a result of breach of the Terms that occurred prior to expiry or termination of the Agreement as well as reimburse other costs incurred by the Bank for remedying such damage.

7. Data Privacy, Permission to Transfer the Information

- 7.1. In the course of legal relationships with the Merchant under the Terms, the Bank has the right to request other information from the Merchant in addition to the information and documents provided to the Bank.

- 7.2. The Bank has the right to provide information on the Merchant to the payment systems without giving notice to the Merchant.
- 7.3. The Bank shall treat as confidential the transactions that become known to the Bank in the course of performance of obligations under these Terms. Such information can only be disclosed to third parties in cases provided for under the Republic of Armenia legislation and these Terms.
- 7.4. The Merchant shall treat as confidential and not disclose any banking secrecy of the Bank and cardholder that has become known to the Merchant when accepting payments in accordance with the Terms.
- 7.5. The Merchant shall give immediate written notice to the Bank in case of any change in the information about the Merchant specified in the Application-Agreement or in the list of employees responsible for card transactions.
- 7.6. The Merchant shall cooperate with the organizations conducting forensic investigation upon the request of a payment system throughout the entire duration of such investigation.

8. Manner of Communication between the Parties

- 8.1. The Merchant instructs the Bank to send the Notices to the email address provided by the Merchant to the Bank or make it available at the Merchant's Online/Mobile Banking page³. Where the electronic communication channels are unavailable (the Bank does not have the contact details), the Bank may send the Notice to the Merchant's phone number via SMS, if possible. Once notifying the Merchant by any of the communication channels, the Bank shall be under no obligation to notify the Merchant also by other communication channel(s), irrespective of whether the Merchant received the Notice or not.
- 8.2. Once the Bank sends the Notice, the Merchant is considered properly notified irrespective of when the Merchant actually receives the Notice. Where the notices are delivered to the Merchant in person, the Merchant shall be considered duly notified refusing to be additionally notified in any of the ways defined by these Terms.
- 8.3. The Merchant can use the Bank's contact details published on the Bank's official website for contacting the Bank.

9. Liability of the Parties

- 9.1. The Merchant shall use the Service in accordance with the requirements of the Republic of Armenia laws and regulations. The Merchant shall be liable for proper performance of this clause and shall indemnify for the actual loss caused to the Bank, including penalties imposed on the Bank, due to failure in performance or improper performance of this clause and/or due to transactions executed though breach/bypassing of the requirements defined by this clause and the Republic of Armenia laws and regulations.
- 9.2. The Merchant shall be fully liable by the property it owns for breach of its obligations under the Agreement. Furthermore, the Merchant shall provide to cardholders adequate compensation for the moral and material damages sustained by them due to disclosure of bank secrecy and/or breach of other obligations by the Merchant.
- 9.3. The Bank activates the transaction refund feature by default as part of activation of the Service for the Merchant, unless otherwise provided for by the relevant instruction of the Merchant.
- 9.4. The Merchant shall be fully liable and bear all risks for the transactions executed by use of the Service where the Merchant chooses the option of the manual input of the card number and/or refuses to activate the transaction refund feature in accordance with the Terms, including but not limited to (i) any and all risks for non-performance/improper performance and cancellation of transactions, refund transactions, transactions contradicting the Republic of Armenia laws and regulations or fraudulent transactions and (ii) any and all consequences and obligations (including financial) arising out of such transactions. This being the case, the

³ The method of sending the Notice specified herein shall be applied irrespective of the Merchant's preferences with respect to the communication channel specified in the Communication Instruction provided to the Bank.

Merchant shall hold harmless the Bank against third party claims related to such transactions and/or from the obligation to compensate for the actual damage caused by such transactions.

- 9.5. The Merchant shall be fully and materially liable for damage and/or loss of any Device provided by the Bank.
- 9.6. For the purposes of the Terms the Merchant is responsible for all actions of its employees which result or are likely to result in violation of the Terms.
- 9.7. The Bank shall not be liable for:
 - 9.7.1. Transactions executed in breach of the Terms
 - 9.7.2. Fraudulent or illegal card transactions;
 - 9.7.3. Impossibility to process payments due to failure of means of communication.

10. Other Terms

- 10.1. The Bank provides Cash Registers to the Merchants on the following terms and conditions:
 - 10.1.1. A Cash register is provided free of charge on condition of using POS service for 5 (five) consecutive years. Where the Merchant fails to comply with this term, including when by the Bank's initiative the Agreement is terminated before the specified term in accordance with the Terms, the Merchant shall pay to the Bank a compensation equal to AMD 100,000. The Bank is authorized to charge the specified amount to the Merchant's account through direct debiting in the manner prescribed by the Terms.
 - 10.1.2. During the entire term of the Agreement the Merchant shall use only **the Service provided by the Bank.**
 - 10.1.3. In case of the Merchant's failure to ensure minimum **monthly turnover via the Cash Register defined in accordance with the Terms** for 3 (three) consecutive months or failure to properly comply with any of the requirements under the Terms, the Bank shall have the right to request the Merchant to return the Cash Register.
- 10.2. **Any relationships outside the scope of the Agreement are subject to the documents defining contractual relations between the Merchant and the Bank** and RA laws and regulations, or, if such relationships are not regulated by the RA laws and regulations, customary business practices. In all other cases, when the specified legal regulations do not provide for provisions regulating the legal relations between the Parties, such relations shall be regulated by card payment system rules.
- 10.3. The Parties shall be temporarily released from liability for failure in performance or improper performance of obligations under the Terms, if such failure or non-performance was caused by force majeure according to the Republic of Armenia laws.
- 10.4. Disagreements and disputes between the Parties arising out of or in connection with the Terms shall be settled through judicial procedure at the court of general jurisdiction of Yerevan, Armenia, unless otherwise agreed between the Parties and/or determined by imperative legal norms of the Republic of Armenia