

Terms of the Service for Accepting QR/Online Payments via MyAmeria

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Definitions

Bank means Ameriabank CJSC.

Terms means this document - Terms of Accepting QR/Online Payments via MyAmeria.

Merchant (or the Point of Sale) means an entity engaged in the sale of purchase items, that is resident in Armenia.

Party(Parties) means the Bank and the Merchant.

Purchase Item means goods sold (also via website and/or mobile application) and/or services provided by the Merchant (including works performed), based on the collaboration established by the Bank in connection with such items and their respective availability, to purchase which the customer makes a QR/online payment via MyAmeria.

QR/online payment via MyAmeria means a non-cash payment method via **MyAmeria** for the **Purchase Item**, made at the **Point of Sale**, via website or mobile application.

Service for accepting QR/online payments via MyAmeria (also - the Service) means accepting QR/online payments made with **MyAmeria** and the service provided by the Bank that secures settlement thereof.

MyPay limit means an individual limit pre-approved by the Bank for the Customer, in the frames of which the Customer may apply to the Bank to get loans to shop on credit.

Device means an electronic device (POS terminal) used for non-cash transactions or a Cash Register designed, in addition to other features, for ensuring acceptance of QR/online payments via MyAmeria at Merchants.

Transaction means a QR/online payment via MyAmeria for the goods sold and/or services provided by the Merchant, made at the Point of Sale and/or on the website and/or in the mobile application.

MyAmeria means a dedicated version of the Bank's Internet/mobile banking system.

Customer means the Bank customer using MyAmeria who makes a QR/online payment via MyAmeria for the goods sold and/or services provided by the Merchant at the Point of Sale and/or on the website and/or in the mobile application.

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 and communication stipulated by the Republic of Armenia laws and regulations.

1. Signing of the Agreement, its Amendment, Service Activation

- 1.1. The Terms define the specifics, order and conditions of the relationship between the Points of Sale using the Service and the Bank as a Service Provider.
- 1.2. The Bank provides the Service to the Merchant based on the Application-Agreement submitted by the Merchant to the Bank in the form defined by the Bank (hereinafter referred to as the "Application-Agreement"), whereby the Merchant confirms the unconditional acceptance of both the terms stipulated in the Application-Agreement and the Terms.
- 1.3. The relationships between the Parties under these Terms arise/become effective 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 a legally binding agreement between the Parties (hereinafter the "Agreement") from that same moment.
- 1.4. The Merchant may file to the Bank the instruction on making changes in the terms of the Service directly specified in the Application-Agreement either in the form defined by the Bank or via the Application-Agreement. The Bank shall review the Merchant's instruction and shall process/reject it in the manner and within the time frames defined by the Republic of Armenia laws and regulations, and/or the Bank's internal regulations. From the time such changes become effective, any other instructions filed previously in connection with the respective terms shall be considered invalid. 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.

- 1.5. The Terms can be unilaterally modified by the Bank. The updated Terms are posted on the Bank's premises and published on the Bank's website. The Bank shall notify the Merchant about the changes in the Terms before such changes become effective by making them available to the Merchant on the Bank's premises or by posting them on the Bank's website or sending the Notices to the Merchant via agreed communication channel. The Bank has the right to unilaterally modify the fee for the transactions via the Service by sending a prior notice to the Merchant in the manner defined by these Terms.
- 1.6. The Bank shall proceed with activation of the Service within 10 (ten) banking days upon executing the Agreement, unless there are grounds prohibiting provision of the Service based on the results of the study carried out by the Bank in accordance with the Bank's internal regulations.
- 1.7. If the Bank provides alternative non-cash payment acceptance services (such as the Bank's POS service, Internet Acquiring, etc.) to the Merchant, the requirements set by the Terms shall apply in addition to the requirements set by the terms for those services.
- 1.8. If the Customer wants to make a QR/online payment via MyAmeria, the Merchant shall accept the payment throughout the period when the Bank provides the Service.
- 1.9. The Merchant shall keep detailed information and records about the transactions (electronic slips and other transaction supporting evidence) for 3 (three) years after the transaction date, and provide them to the Bank upon request within 3 (three) banking days.
- 1.10. The Merchant shall not have a right to accept payments in the scope of the Service to settle the customer's existing debt towards the Merchant or to refinance such debt.
- 1.11. The Merchant shall provide to the Customer a non-cash transaction slip for each makes a QR/online payment via MyAmeria.
- 1.12. The Merchant shall notify the Bank in writing about any changes in the area of business and/or website address or mobile application 7 (seven) business days prior to the effective date of such changes.
- 1.13. The provisions set forth in the Terms apply to QR/online payments via MyAmeria made at the Point of Sale and/or on the website and/or in the mobile application, unless otherwise required by any clause of the Terms.

2. Using the Service

- 2.1. The Bank ensures the non-cash transfer of the amount of each transaction to the Merchant within a maximum of 1 (one) business day charging a fee set for the given type of payment in the amount agreed between the Bank and the Point of Sale Merchant and/or determined by the Application-Agreement. The Bank shall provide the amounts of transactions which have been properly processed in accordance with the requirements of the Application-Agreement and the Terms.
- 2.2. The fee specified in the Application-Agreement for accepting payments within the MyPay limit shall be considered the price/compensation paid to the Bank for the MyPay payments, if no other method of compensation is defined between the parties to the legal relationship.
- 2.3. If there are a minimum and maximum amounts set by the Merchant for accepting MyPay payments, such amount shall be agreed with the Bank and fixed in the Application-Agreement.
- 2.4. The Bank can charge the amount of monetary obligations of the Merchant to the Bank directly, without prior consent, from the Merchant's AMD accounts maintained in the Bank. If the balance on such accounts is not sufficient or it is impossible to charge money in the amount of the obligations, such amounts may be charged to the foreign currency accounts, performing the currency conversion at the exchange rate set by the Bank for the given day.
- 2.5. The Merchant doesn't have the right to charge additional fees and/or apply other conditions than those set by the Merchant for cash transactions or other types of transactions.
- 2.6. The Merchant doesn't have the right to give cash to Customers as a refund for the transaction. If for any reason the transaction is considered invalid or canceled, if the payment is not made with MyPay limit, the transaction amount shall be charged back in a non-cash manner to the customer's account it had been paid from. Moreover, in the event of invalidation/cancellation of the transaction, if the payment was made out of the MyPay limit, the Merchant does not have the right to return the transaction amount to the customer. In

such cases, the amount is transferred to the Bank in a non-cash manner and is used for the repayment of the funds used out of the Customer's MyPay limit.

3. Specifics of Accepting QR/Online Payments via MyAmeria on the Merchant's Website and/or via Mobile Application

- 3.1. Under the Service, the Merchant may accept payments in AMD. The Merchant shall use the Service in accordance with the requirements stipulated by the Republic of Armenia Law on Currency Regulation and Currency Control. If the website supports foreign currency transactions, it should be configured so that transactions in the territory of the Republic of Armenia are performed in Armenian drams only.
- 3.2. To make a QR/online payment via MyAmeria, the Customer:
 - 3.2.1. If paying at the Point of Sale, scans the QR code available there;
 - 3.2.2. If paying on the Merchant's website and/or in the mobile application, selects online payment via MyAmeria and then scans the QR code displayed.
- 3.3. In case the Customer checks and confirms the payment details automatically displayed in MyAmeria as a result of scanning the QR code, the funds from the account selected by the Customer or the funds available to the Customer under MyPay limit are automatically transferred to the respective account of the Merchant.
- 3.4. The Bank provides to the Merchant a possibility to operate the website in Armenian and, if technically possible, also in other languages. In case of launching the Service in other languages along with Armenian, the Merchant shall ensure compliance with the requirements of the Armenian laws and regulations.
- 3.5. **Requirements to the Merchant's website and/or mobile application**
 - 3.5.1. The requirements to the Merchant's website specified in the Terms apply also to the Merchant's mobile application, unless otherwise envisaged by a particular provision of the Terms.
 - 3.5.2. The Merchant shall not modify and/or provide and/or make accessible the software, regulatory documents and other materials provided by the Bank to a third party.
 - 3.5.3. The Merchant shall use the Service only for payments at the Point of Sale and/or on the website and/or via mobile app specified in the Application. The Merchant does not have the right to submit payment for transactions resulting from sales by another merchant.
 - 3.5.4. The Merchant shall bear all costs for building and operation of the website.
 - 3.5.5. The Merchant shall apply relevant encryption standards for protection of information on the website and/or mobile application (TLS (Transport Layer Security) protocol) and submit a respective document (certificate) proving the fact.
 - 3.5.6. The Merchant shall have a document certifying the authorities over the website and/or mobile application domain names used by the Merchant for transactions and presented to the Bank and shall provide it to the Bank if and when requested.
 - 3.5.7. The website and/or mobile application should comply with the RA laws and regulations, including, but not limited to, the following requirements:
 - contain the information required under the RA laws and regulations, including the license for the given type of activity and other materials (if required under the laws and regulations);
 - the information placed on the website, including the ads, must comply with the requirements of the RA laws and regulations;
 - the website must have the respective technical and software solutions to ensure compliance with the requirements of the RA laws and regulations defined for the given company's area of business, including age restrictions of buyers, etc.
 - 3.5.8. The website must contain at least the following information:
 - "About us" section, including overview of the Merchant, Merchant's business area and other information;
 - Merchant's contact information (address, phone number(s), email address, etc.);
 - full description of the goods for sale and services offered on the website in accordance with the criteria/real information about each goods/services;
 - legal limitations (if any);

- real prices and currency (indication of prices in AMD is mandatory);
- delivery terms, including limitations to delivery out of Armenia (if any);
- terms of return of goods and refund;
- customer data confidentiality policy;
- security terms of the website;
- eligibility criteria for special offers (if there are any limitations).

3.5.9. The links placed on the website must be real and contain real data. They shall not redirect the users to other websites, which do not comply with the Terms.

3.5.10. The Bank shall provide to the Merchant information necessary for development and further maintenance of the part of the website and/or mobile application designed for accepting QR/online payments via MyAmeria.

4. Specifics of Accepting QR/Online Payments via MyAmeria in the Point of Sale

4.1. For the purpose of accepting non-cash payments at the Point of Sale, MyAmeriaPay service shall be activated depending on the option specified by the Merchant in the Application-Agreement:

4.1.1. **Via the Device**, in which case a unique QR code is automatically generated and displayed on the Device screen for each transaction. The Service for accepting QR/online payment via MyAmeria via the Device is activated both in the Points of Sale that use the POS service of the Bank and in those that do not use it but have the respective Device for accepting payments in the mentioned manner. In the Point of Sale, the Service for accepting QR/online payment via MyAmeria is activated on the Devices that comply with the technical requirements for activation of the Service.

4.1.2. **Via installation of a static QR code** in which case a single QR code is applied for all transactions. To make a transaction by use of a static QR code, the employee of the Merchant enters the transaction amount into the respective program (hereinafter “the Program”).

4.1.2.1 The employee of the Merchant accesses the Program for the first time by using the respective login data provided by the Bank to the latter.

4.1.2.2 The Merchant shall be liable for execution the transactions (including for full or partial refund of the transaction amount in case of invalidation/cancellation of the transaction) by use of the static QR code provided to the latter by the Bank as well as for maintaining the confidentiality of the Program login data/information, not disclosing and making available such data/information to the third parties in any manner.

4.1.2.3 The Merchant shall forthwith notify the Bank of any unauthorized access to the Program, use of the Program or similar attempts.

4.1.2.4 The Bank shall not be liable for any loss or damage incurred by the Merchant due to provision or disclosure of the Program login/use data to third parties, as well as any transactions executed by the Merchant as a result of such provision or disclosure, regardless of whether the Bank is aware of the possibility of such loss or damage or not.

4.2. During the term of the Agreement, the number of the Devices that accept QR/online payments via MyAmeria in the Point of Sale may be changed by agreement of the Parties.

4.3. The conditions of use of the Device provided to the Merchant as part of provision of the Bank’s POS service are defined by the Terms of POS Service and the Terms¹.

5. Termination of the Service

5.1. The Bank has the right to suspend the provision of the Service at any time by notifying the Merchant in advance in case of breach of the Terms by the latter, including non-payment of obligations to the Bank in a timely manner, as well as to apply other limitations of the Service.

5.2. In case of detecting fraudulent or suspicious card transactions at the Merchant, the Bank is entitled to suspend or terminate the Service at any time at its own discretion by sending a notice to the Merchant by email and

¹ Ameriabank CJSC POS Service Terms and Conditions (11RBD/5PSD RL 75-12-01, approved by Management Board Resolution # 03/11/15 dated May 05, 2015). Link: <https://ameriabank.am/useful-links>

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.

- 5.3. In case of failure/malfunction of the Merchant's website and/or mobile application and/or detection of fraudulent transactions on the website and/or mobile application, or in the event of such suspicion, the Bank has the right to unilaterally suspend or terminate provision of the Service at its discretion at any time, by sending a prior notice to the Merchant by e-mail, as well as to suspend the possibility of managing the Merchant's account and the funds available on it until the transactions are clarified. The Merchant shall be liable for all losses resulting from such transactions, keeping the Bank unaffected by claims of any kind arising from or in connection with such transactions.
- 5.4. 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.
- 5.5. The Bank is entitled to terminate the provision of the Service at its sole discretion in the following cases:
 - 5.5.1. in case of the breach of the Terms;
 - 5.5.2. subject to the requirements of the Republic of Armenia laws and regulations and/or the Bank's internal legal regulations;
 - 5.5.3. in case of the Merchant's failure to comply 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;
 - 5.5.4. if the Merchant carries out such an activity that may damage the Bank or impair the good reputation of the Bank;
 - 5.5.5. 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.
- 5.6. In the event of detection of suspicious or illegal transactions or in case of such suspicion the Merchant shall immediately notify the Bank by email.
- 5.7. In case of termination of the Service on the Merchant's website and/or mobile application, the Merchant shall remove the information about the possibility of payment for the Purchase Item using the Service (including, but not limited to, the Bank's logo, the button for payment through the Service, etc.) no later than the day of termination of the Service.
- 5.8. Termination of the Service does not terminate the obligations of the Merchant to the Bank already existing at the time of the Service termination.

6. Data Privacy, Permission to Transfer the Information

- 6.1. 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.
- 6.2. 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 the Terms.
- 6.3. The Merchant shall not disclose the banking secrecy of the Bank and the Customer, which has become available to the Merchant when accepting payments in accordance with the Terms, and shall not publish and/or distribute it in any way, make it known to a third party or parties, or cause or permit such information to be obtained by third parties, whether directly or indirectly.
- 6.4. The Merchant shall give immediate written notice and/or email letter to the Bank in case of any change in the information about the Merchant specified in the Application-Agreement.
- 6.5. The Merchant shall immediately notify the Bank about its website failures or cases when transaction management software access data become available to third parties or in the event of such suspicion and shall immediately suspend accepting QR/online payments via MyAmeria on the website and/or via mobile application until receiving further instructions from the Bank.

7. Manner of Communication between the Parties

- 7.1. The Merchant instructs the Bank to send the Notices and any other message to the Merchant to the email address provided by the Merchant to the Bank and make it acceptable/send it to the Merchant via Internet/Mobile Banking system². Where the electronic communication channels are unavailable (the Bank does not have the contact details), the Bank may send the Notice/message to the Merchant's phone number via SMS, if possible. Once sending the Notice/message by any of the communication channels, the Bank shall be under no obligation to give Notice/message by other communication channel(s), irrespective of whether the customer has received the Notice or not.
- 7.2. Once the Bank sends the Notice/message the Merchant is considered properly notified irrespective of when the Merchant actually receives the Notice. Where the Notices/message 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.
- 7.3. The Merchant can use the Bank's contact details published on the Bank's official website for contacting the Bank.

8. Liability of the Parties

- 8.1. The Merchant shall use the Service in accordance with the requirements of the laws and regulations of the Republic of Armenia, the Application-Agreement and the Terms. 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 through the breach/bypassing of the requirements defined by this clause/ the Republic of Armenia laws and regulations/Application-Agreement and or the Terms.
- 8.2. 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 the Customers an 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.
- 8.3. According to the Terms, the Merchant shall be liable for all actions and inaction of its employees, which have led or may lead to the breach of the Republic of Armenia laws and regulations, the Application-Agreement and the Terms.
- 8.4. The Bank shall not be liable for:
 - 8.4.1. transactions made in breach of the Republic of Armenia laws and regulations, the Application-Agreement and the Terms;
 - 8.4.2. illegally executed transactions;
 - 8.4.3. impossibility to process payments due to failure of means of communication.

9. Miscellaneous

- 9.1. Any relationships outside the scope of these Terms are subject to the Application, Tariffs, 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.
- 9.2. The Parties shall be liable for non-performance or improper performance of their obligations under the Terms in accordance with the RA laws and regulations.
- 9.3. 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, unless otherwise agreed between the Parties and/or determined by imperative legal norms of the Republic of Armenia.
- 9.4. The Armenian version of the Terms prevails over versions in other languages.

² 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.