

## Ameriabank CJSC Internet Acquiring Terms and Conditions

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1. Internet Acquiring Terms and Conditions (the Terms) of Ameriabank CJSC (the Bank) outline the terms of business relationship between resident merchants and points of sale (Merchant) using website or mobile application as a means of payment (hereinafter Internet Acquiring Service or Service) and the Bank as provider of the Internet Acquiring Service. The Merchant and the Bank shall be collectively referred to as the Parties or the Party, as the case may require.
2. The Bank shall provide to the Merchant Internet Acquiring service based on the Application-Agreement (hereinafter “Application-Agreement”) submitted by the Merchant to the Bank in approved form and the terms specified therein, whereby the Merchant unconditionally accepts the Terms.
3. The relationships between the Parties under these Terms arise/become effective from the moment the Bank receives the acceptance (the Application-Agreement) of the Merchant which together with the Terms and the Bank’s Tariffs for Corporate Clients<sup>1</sup> (Tariffs) shall be considered a legally binding agreement between the Parties (hereinafter “the Agreement”) from that same moment.
4. 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.
5. The Terms and Tariffs are defined and can be unilaterally modified by the Bank. Updated Terms and Tariffs are posted in the Bank’s premises and published on the Bank’s websites. The Bank shall notify the Merchant about the Changes in the Terms and Tariffs before such changes become effective by making them available to the Merchant personally at the Bank’s premises or by posting them on the Bank’s website or sending them to the Merchant via agreed communication channel. The Bank has the right to unilaterally modify the fee for the transactions via Internet Acquiring service by sending a prior notice to the Merchant in the manner defined by these Terms.
6. The Merchant instructs the Bank to send the notifications related to the services provided under the Terms as well as the materials/documents, information about changes in the Terms and other information envisaged under the Republic of Armenia laws and regulations (hereinafter separately or jointly referred to as “the Notice”) to the email address provided by the Merchant to the Bank or make it available at the Merchant’s Online/Mobile Banking page<sup>2</sup>. 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 alternative communication channel(s), irrespective of whether I received the Notice or not.
7. 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. 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.
9. The requirements for 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.
10. The Merchant shall develop and maintain the part of the website designed for acceptance of card payments as agreed with the Bank

<sup>1</sup> Ameriabank CJSC Tariffs for Corporate Clients (12CIB/11RBD PL 72-01-02, approved by Management Board Resolution # 03/11/15 dated May 20, 2015) Available at <https://ameriabank.am/useful-links>

<sup>2</sup> 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.

11. To protect cardholder and transaction data the Merchant shall comply with the Payment Card Industry Data Security Standard (PCI DSS) and other data protection requirements of payments systems while processing the transactions.
12. The Merchant shall forthwith notify the Bank about any real treat/possibility of gaining access to and/or using of cardholder data by a third party (including the parties providing services to the Merchant). Use of such possibility by a third party must be agreed with the Bank in advance and shall comply with the rules defined by payment systems and the Republic of Armenia laws and regulations. The Merchant shall make sure that the third party providing services to the Merchant who is going to gain access to cardholder and transaction data, complies with PCI DSS and other data protection requirements of payments systems.
13. The Merchant shall bear all costs for building and operation of the website and shall accept card payments only by the method complying with the special requirements set by the Bank and the Bank's processing center (hereinafter "the processing Center").
14. Through the course of legal relations with the Merchant under these Terms the Bank has the right to perform monitoring of card transactions and performance of the requirements set for the website in accordance with the requirements of payments systems and the Bank's internal legal regulations.
15. The Merchant shall keep detailed information and records about card transactions (electronic slips, other transaction proofs, etc.) for 3 (three) years after execution of the operation, and provide them to the Bank upon request within 3 (three) banking days.
16. Where the Merchant sells goods by delivery or by in-store pick up option, the transaction proofs must be at least in English and must contain the following information:
  - 16.1 Description of the goods
  - 16.2 Delivery/receipt address
  - 16.3 Delivery/receipt date and hour
  - 16.4 Recipient's name, surname
  - 16.5 Recipient's signature
  - 16.6 The last four digits of the bank card by which payment for the goods was madeWhere the payer and the recipient are different entities, as well as in case of problematic transactions (including the cases when the third parties file chargeback applications to the Bank), along with the information specified in this clause, it is necessary to provide the Payer's Notice or the proofs of communication with the latter, where the Payer names to the Merchant the recipient of the goods and/or provides the details of the latter.
17. 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.
18. The Merchant is not authorized to modify and/or provide to the third parties the computer software, regulatory documents and other materials provided by the Bank. The Merchant shall use the Service solely for the sales via the website indicated in the Application-Agreement. The Merchant does not have the right to use the Device and the SoftPos application for the transactions performed by another merchant.
19. The Merchant shall forthwith notify the Bank about its website failures or cases when transaction management software access data become available to the third parties and shall immediately suspend servicing of cards until receiving further instructions from the Bank.
20. The Merchant shall forthwith notify the Bank about any suspicious or unauthorized card transaction(s) or such doubts (if any).
21. The Merchant shall not define any extra fees and/or shall apply the same terms to card transactions via the website as for other methods of payment.
22. The Merchant shall not give cash refunds to cardholders for non-cash payments. Chargeback for invalid or canceled card transactions shall be provided by bank transfer.
23. Within 6 (six) months 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 eliminating such damage.
24. The Merchant shall provide to the information about the goods and/or services sold through the website requested by the Bank.
25. 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.
26. The Merchant shall have a document certifying the authorities over the website domain names used by the Merchant for transactions and presented to the Bank and shall provide it to the Bank if and when requested.

27. The Merchant shall notify the Bank in writing about any changes in the area of business or website address 7 (seven) business days prior to the effective date of such changes.
28. The website must contain at least the following information:
  - 28.1 “About us” section which will include overview of the Merchant, Merchant’s business area and other information.
  - 28.2 Merchant's contact information (address, phone number(s), email address, etc.)
  - 28.3 Full description of the goods and services offered on the website in accordance with the criteria/real information about the advertised goods/services
  - 28.4 Legal limitations (if any)
  - 28.5 Real prices and currency (note indication of prices in AMD is mandatory)
  - 28.6 Delivery terms, including limitations to the delivery out of Armenia (if any)
  - 28.7 Terms of return of goods and refund
  - 28.8 Customer data confidentiality policy
  - 28.9 Website security features and rules of card data use
  - 28.10 Eligibility criteria for special offers (if there are any limitations)
  - 28.11 Information about the payment system cards (ArCa, Visa, MasterCard, etc.) accepted by the website as a means of payment (at least color logos of the mention payment systems must be indicated)
  - 28.12 Where the website offers a free trial option, the application terms and time frames of such free trial option must be indicated, including but not limited to the following:
    - 28.12.1 The date of starting charging of the fees on regular basis or the term upon expiry of which a particular fee will be charged,
    - 28.12.2 A notice stating that if the cardholder fails to cancel the transaction by the end of the free trial period, a respective amount will be charged to the card,
    - 28.12.3 The main terms of transaction cancellation, including the cardholder’s steps for canceling the charging of a regular fee,
    - 28.12.4 Procedure return of the goods and refund,
29. Where the Merchant provides a free trial option, at least two days prior to the expiry of the free trial period the Merchant shall notify the cardholder by email about the charges to be made and the steps to be taken for canceling the charging of the fees.
30. 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.
31. Within the scope of the Service the Merchant may accept payments in AMD and foreign currency offered by the Bank at the given moment. 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.
32. The website must meet the requirements of the Republic of Armenia (RA) laws and regulations, in particular
  - 32.1.1 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)
  - 32.1.2 The information placed on the website, including the ads must comply with the requirements of the RA laws and regulations.
  - 32.1.3 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.
33. The Bank provides to the Merchant a possibility to operate the website in Armenian and, if technically possible, also in other languages. The Merchant shall comply with the language requirements stipulated by the RA laws and regulations when using the Service.
34. 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.
35. In the cases specified below the Merchant shall be fully liable and bear all risks for payments executed by use of the Service, including but not limited to (i) any and all risks for non-performance/improper performance and cancellation of transactions, chargeback transactions, transactions contradicting to the Republic of Armenia laws and regulations or fraudulent transactions and (ii) any and all consequences and obligations

(including financial) arising out of such payments. This being the case, the Merchant shall hold harmless the Bank against third party claims related to such payments and/or from the obligation to compensate for the actual damage caused by such payments.

- 35.1 By the Merchant's preference the chargeback function has been activated for the Service,
  - 35.2 By the Merchant's preference the card number linking function has been activated for the Service, including for the cases when no 3D secure authentication is required for further card transactions after linking the card number on the given website,
  - 35.3 By the Merchant's preference the pre-authorization-confirmation function has been activated for the Service,
  - 35.4 The Merchant has selected one factor 3D secure authentication,
  - 35.5 The Merchant accepts cards of payments systems which do not ensure 3D secure authentication or for which the Processing Center is unable to ensure 3D Secure authentication.
36. The Bank shall ensure 24/7 authorization of card transactions executed via the Merchant's website 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 in the amount agreed with the Merchant and/or specified in the Application-Agreement per types of cards. 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.
37. The Merchant does not have the right to charge any amount to the cardholder in any of the following cases:
- 37.1 The Transaction was approved.
  - 37.2 The goods or the service were delivered (this does not refer to the transactions requiring full or partial down payment)
  - 37.3 The cardholder provided a consent for charging the respective amounts at regular intervals.
38. The Bank shall provide to the Merchant information necessary for building and further operation of the component of the website for accepting card payments.
39. The Bank shall register and provide the data for activation of the Service to the Merchant within 10 (ten) 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.
40. 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 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.
41. 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 data may be provided to the third parties in cases envisaged by the RA laws and regulations, including to the companies cooperating with the Bank that are engaged in the process of Service provision and/or perform outsourced functions.
42. The Bank can restrict the Merchant's access to the funds available on the Merchant's bank account to the extent of disputed transaction amount for the period defined under applicable chargeback rules of Visa/Mastercard, MIR or Armenian Card but in any case not longer than 6 (months), if the person making payment at the Merchant disputes the transaction.
43. The Bank may deem null and void any transaction not authorized in accordance with the rules and regulations of the Bank and the Processing Center and/or not submitted to the Bank within 5 (five) days after execution.
44. The Bank may charge the amounts of transactions to the Merchant (or to the Merchant's bank accounts) 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.
45. 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.
46. The Bank may define a maximum transaction limit and an aggregate limit for transactions executed during a particular time span for the transactions executed on the Merchant's website by notifying the Merchant about it or obtaining the Merchants consent.
47. In the course of legal relations with the Merchant under these 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.

48. In the course of legal relations with the Merchant under these Terms the Bank has the right to request other information from the Merchant in addition to the information and documents provided to the Bank.
49. In case of the Merchant's website failure/malfunctioning and/or detecting fraudulent or suspicious card transactions on the Merchant's website the Bank is entitled to suspend or terminate Internet Acquiring 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 until relevant clarifications are made. The Merchant shall be liable for all losses caused by such transactions.
50. 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.
51. The Bank is authorized to terminate the Agreement unilaterally by notifying the Merchant about it 5 (five) business days prior to such termination in the following cases:
  - 51.1 Breach of the Terms
  - 51.2 Subject to the requirements of the Republic of Armenia laws and regulations and/or the Bank's internal legal regulations
  - 51.3 In case of the Merchant's failure to comply with the Bank's lawful claims, including in case of (i) failure to perform the liabilities to the Bank in timely manner, (ii) breach of the Terms and (iii) failure to provide the information or documents requested by the Bank.
  - 51.4 In other cases envisaged under the Terms and Tariffs.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.
52. Termination of the Service shall not entail termination of the Merchant's liabilities to the Bank.
53. In case of the Merchant's failure to comply with the Terms and to perform the obligations to the Bank in timely manner, the Bank has the right to suspend the Service by giving the Merchant a respective notice in accordance with these Terms.
54. 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.
55. The Bank shall not be liable for:
  - 55.1 Transactions executed in breach of the Terms
  - 55.2 Fraudulent or illegal transactions executed by use of cards or card data
  - 55.3 The impossibility to process the payments due to failure/malfunctioning of the Website and/or the means of communication.
56. Any relationships outside the scope of these Terms are subject to the Application-Agreement, 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. 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.
57. Where the Parties fail to properly meet their obligations under the Terms, their obligations shall be temporarily suspended if such failure occurs due to force majeure circumstances stipulated by the RA laws and regulations.
58. Disagreements and disputes 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 arranged between the Parties and/or determined by imperative legal norms of the Republic of Armenia.
59. The Merchant can use the Bank's contact details published on the Bank's official website for contacting the Bank.