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<b>POS SERVICE TERMS AND CONDITIONS</b> <b>(provided via POS-terminals and cash registers at Merchants)</b>		Edition 4	
		Effective date: February 10, 2021	

- 1.1. The terms and conditions of POS service via POS-terminals and cash registers (the Terms) of Ameriabank CJSC (the Bank) outline the terms of business relationships between merchants and points of sale (the Merchant) as users of POS services via POS terminals and cash registers and the Bank as provider of POS services via POS terminals and cash registers (POS Service). The Merchant and the Bank shall be hereinafter referred to as the Parties or the Party, as the case may require.
- 1.2. 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 form and substance approved by the Bank, on the terms specified therein, whereby the Merchant accepts the Terms.
- 1.3. The Merchant shall upon approval of the Bank designate a place for POS-terminal(s) and, where necessary, other devices (the Devices) and ensure reliable connection with the Bank to authorize and perform card payments.
- 1.4. The Merchant shall perform card service only in accordance with the Bank’s Methodical Guide on Card Service at Merchants, which shall be provided to the Merchant at the time of installation of POS-terminal or activation of the company’s cash register.
- 1.5. The Merchant shall keep copies of card transaction slips intact for 1 (one) year following the date of transaction and provide them to the Bank within 3 (three) banking days upon the Bank’s request.
- 1.6. The Merchant shall treat as confidential and not disclose any trade secret of the Bank and that cardholder that has become known to the Merchant during performance of the Application-Agreement.
- 1.7. The Merchant shall not modify or provide the Devices, software, regulatory documents and other materials provided by the Bank to a third party.
- 1.8. Cards can be handled only by properly trained staff of the Merchant.
- 1.9. The Merchant shall ensure proper control over the Devices provided by the Bank, shall not sub-lease or allow other persons to use the Devices.
- 1.10. The Merchant shall be fully and materially liable for damage and/or loss of any Device provided by the Bank.
- 1.11. In case of malfunctioning of any Bank-owned Device or other facilities the Merchant shall forthwith notify the Bank, cease operation of such Devices and facilities and card service until instructed otherwise by the Bank.
- 1.12. The Merchant shall no charge additional fees and shall not apply price changes for selling products and rendering services to the cardholders. General terms and prices for cash and non-cash payments shall be applicable to all.
- 1.13. The Merchant shall not give cash refunds to cardholders for non-cash payments. Chargeback for invalid or canceled transactions shall only be provided by bank transfer.
- 1.14. The Merchant shall not split card payments into 2 or more separate payments.
- 1.15. The Merchant shall not use other devices except for POS-terminals to read card payment tapes. The Bank can control compliance with this provision by the Merchant.
- 1.16. Within 6 (six) months after expiry or termination of the Application-Agreement, the Merchant shall provide to the Bank full and adequate compensation for damages and

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financial losses incurred as a result of breach of any provision of the Terms that occurred prior to expiry or termination of the Application-Agreement.

- 1.17. Depending on monthly scale of POS-terminal payments at the Merchant, the Bank may apply monthly service fee in accordance with Ameriabank CJSC Tariffs (for the effective version, please visit [www.ameribank.am](http://www.ameribank.am)).
- 1.18. The Merchant shall return the Bank-owned Devices within 1 (one) banking day upon written request of the Bank.
- 1.19. The Merchant shall give immediate written notice to the Bank in case of any change in the information provided in the “Merchant's data” section of the Application-Agreement or hiring of new staff responsible for card service.
- 1.20. The Merchant shall be fully liable by the property it owns for breach of its obligations under the Application-Agreement and the Terms. Furthermore, the Merchant shall provide full and adequate compensation to cardholders for moral and material damages sustained as a result of disclosure of banking secrecy and breach of other obligations by the Merchant.
- 1.21. The Merchant shall be fully responsible and liable for payments where card number is input manually where so envisaged under the Application-Agreement.
- 1.22. The Merchant can request the Bank to provide all materials required for proper operation and maintenance of the Devices.
- 1.23. The Merchant can receive the amount of card payments from the Bank, if the payments were performed in accordance with the Application-Agreement.
- 1.24. The Merchant can perform the operations and transactions envisaged under the Methodical Guide on Card Service at Merchants in accordance with the same.
- 1.25. The Merchant can request the Bank to refund the amount of card payments performed through the the Devices, if the payments were properly authorized and meet the Terms.
- 1.26. The Bank shall ensure 24/7 authorization of card transactions at the Merchant.
- 1.27. The Bank shall provide to the Merchant necessary devices and promotional materials for performing card transactions and ensure proper technical maintenance of such devices.
- 1.28. The Bank shall provide training on use of the Devices for the staff (cashiers) of the Merchant.
- 1.29. The Bank shall provide the amount of transactions which have been properly authorized and meet the requirements of clause 1.4 of the Terms to the Merchant, charging the fees specified in the Application-Agreement.
- 1.30. The Bank shall treat as confidential and proprietary any transaction-related information that has become known to the Bank in the course of performance of obligations under the Application-Agreement and the Terms. Such information can only be disclosed to third parties in cases provided for under the Republic of Armenia laws and regulations.
- 1.31. The Bank can block the accounts of the company specified in the “Merchant’s data” section of the Application-Agreement (the Company) 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.

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- 1.32. If case of suspicious transactions at the Merchant the Bank is entitled to terminate POS service at any time and suspend the Merchants access to the account until relevant clarifications are provided by the Merchant and/or collected by the Bank from other sources.
- 1.33. In case of payments in breach of the Application-Agreement and/or the Terms, the Bank can forthwith terminate operation of POS-terminal provided to the Company and request the Company to return the POS-terminal and reimburse all resulting damage, losses and costs incurred by the Bank.
- 1.34. The Bank can charge commissions for card payments performed at the Merchant as per applicable rates for each card type specified in the Application-Agreement executed between the Bank and the Merchant.
- 1.35. The Bank shall be entitled to review and change the fee charged for card service, giving written notice to the Merchant at least 30 (thirty) calendar days in advance.
- 1.36. The Bank can charge the amount of transactions in breach of any provision of the Terms or transactions performed with stolen or otherwise illegally used cards to the Merchant (Company's accounts as per Application-Agreement).
- 1.37. Should the Merchant breach any obligation under the Terms, the Bank can request the Merchant to pay a penalty in the amount of up to 10% of damages incurred by the Bank due to such breach. Payment of penalty shall not release the Merchant from the obligation to provide to the Bank full and adequate compensation for all damage, losses and costs incurred by the latter. The Bank can charge the amounts owed by the Company to the Bank under clause 1.36 of the Terms to the Company's accounts with the Bank in Armenian drams and other currencies through direct debiting.
- 1.38. The Bank shall not be liable for:
  - 1.38.1. Transactions in breach of any of clauses 1.1-1.15 of the Terms
  - 1.38.2. Transactions with stolen or otherwise illegally used cards
  - 1.38.3. Impossibility to perform payments due to failure of communication channels
- 2.1. Conditions of provision of cash registers to the Merchants:
  - 2.1.1. Cash registers shall be provided on the basis of 5-year obligation to the merchants that will undertake an obligation to ensure at least AMD 500,000 monthly turnover during the term of the Agreement.
  - 2.1.2. During the entire term of the Agreement, the Merchant shall use only the POS services offered by the Bank.
  - 2.1.3. In case of early termination of the Agreement, the Merchant shall return the cash register and pay a compensation of AMD 100,000.
  - 2.1.4. Should the Merchant fail to ensure at least AMD 500,000 monthly turnover of noncash payments via cash register at the Merchant for 3 consecutive months, as well as breach any of the requirements, the Bank shall be entitled to terminate the agreement and take back the cash register.