

AMERIASTREAM MONEY TRANSFER AGREEMENT EXECUTED THROUGH ACCEPTANCE OF THE OFFER OF SERVICES

AMERIABANK CJSC (incorporated under the resolution of the Chairman of CBA Board dated September 8, 1992, registration number 50, certificate № 0154), hereinafter “**the Company**”, offers to physical entities (hereinafter “**Client**”) to enter into Ameriastream Money Transfer Agreement (hereinafter “**the Agreement**”) with the Company on the terms and conditions specified below, which according to the Republic of Armenia civil code, article 451, are considered an Offer to Clients (hereinafter “**the Offer**”).

1. DEFINITIONS

- 1.1. **Transfer or “Ameriastream” Transfer** means a transaction made by the Client for transferring funds from his/her bank card or current/card account which makes it possible to receive the transferred amount via ATM based on the Transfer code provided by the Company
- 1.2. **Service** means the service provided by the Company which enables the Client to make Transfers via the Interface in the manner and order prescribed by the Agreement
- 1.3. **Client** means any person that makes a Transfer in accordance with the provisions of this Agreement.
- 1.4. **Recipient** means the physical entity who receives the Transfer code and types it on the ATM in order to receive the transferred amount. Note, that identification of the Recipient is performed based on the Recipient's phone number specified by the Client in the transfer application.
- 1.5. **Interface** is a means by which the Client is provided the Service, i.e. the respective page of the Company's website, Online Banking system or Mobile Banking application designated for the Service (website address: <https://ameriastream.ameriabank.am/transfer>).
- 1.6. **Issuer Bank** means the financial organization which issues bank cards, receives information about payment transactions and performs debiting of funds to the Client's accounts or debiting of Client's electronic cash balance
- 1.7. **Bank Card or Card** means magnetic stripe cards and/or chip cards or virtual cards (non-cash payment instrument) of MasterCard WorldWide, VISA INTERNATIONAL or Armenian Card payment systems designed for execution of respective transactions by the Cardholder by use of the funds available on the accounts with the Issuer Bank or the loan proceeds provided by the Issuer Bank or electronic funds in accordance with the Laws and regulations of the Republic of Armenia and the agreement entered into with the Issuer Bank
- 1.8. **Acquiring Bank** means the financial institution which performs or participates in settlements related to the payments made by the Client within the scope of the transactions via the Service The Issuer Bank and the Acquiring Bank are the same when the transfer is made by the cards issued by the Company
- 1.9. **Offer** means provisions of this Agreement (document) offered by the Company to the Client. Acceptance of the Offer by the Client shall translate the provisions of the Offer into mutually binding contractual provisions which shall be performed by the respective Party (Parties) in good faith.
- 1.10. **Agreement** means the Company's Offer specified in this document which has been accepted by the Client
- 1.11. **Parties** mean parties to the Agreement, i.e. the Company and the Client.

2. SUBJECT OF THE AGREEMENT

- 2.1. Under the Agreement the Company shall provide paid Ameriastream money transfer service to the Client in accordance with the provisions of the Agreement and the Client shall pay to the Company in the amount and order prescribed by the Agreement.

3. OFFER ACCEPTANCE METHOD AND EXECUTION OF THE AGREEMENT BY VIRTUE OF THE ACCEPTED OFFER

- 3.1. The Agreement shall be executed by means of acceptance of the Company's offer by the Client.
- 3.2. Contractual obligations between the Parties shall originate by virtue of full and unconditional acceptance of the Company's Offer placed on the Interface by the Client.
- 3.3. The legal relations with the Remitter in case of making a Transfer via the Company's Online Banking system/Mobile Banking application shall be regulated in accordance with the Agreement and the Bank's Main Terms and Conditions¹.
- 3.4. Before accepting the Offer placed on the Interface the Client shall thoroughly read the provisions of the Offer and shall click on "I accept the terms" only if he/she fully agrees with those terms.
- 3.5. By clicking on "I accept the terms" the Client confirms that he/she has read and accepted all provisions of the Offer and undertakes to perform those provisions of the Offer which are related to the Client.
- 3.6. In case a particular provision is not acceptable for the Client, the Client shall not click on "I accept the terms" and shall not make the transfer.

4. THE SCOPE OF THE SERVICE AND POSSIBLE RESTRICTIONS

- 4.1. The currency of the transfer is AMD, regardless of the currency of the Client's Card or account.
- 4.2. The eligible cards for transfer via the Company's website are MasterCard WorldWide, VISA INTERNATIONAL and ArCa cards.
- 4.3. The limits per transfer for the Client, as well as limits per withdrawal for the Recipient shall be set out in the Company's Tariffs².
- 4.4. The Recipient may receive the transferred amount at once and fully. It is not possible to split the amount at the moment of receiving it.
- 4.5. When making transfers other restrictions with respect to the amount and number of transfers may be applied based on the current legislation of the Republic of Armenia, rules of MasterCard WorldWide, VISA INTERNATIONAL and ArCA payment systems, requirements of Acquiring Banks and technical capacities as well as the rules of the Issuer Bank, the Company or contractual provisions.
- 4.6. Information about other restrictions defined by the Company is made available to the Client on the Interface before making the Transfer.
- 4.7. The Issuer Bank may define additional terms or restrictions for various types of transactions. The Company is responsible neither for notifying the Client about such restrictions nor for such restrictions.
- 4.8. The Client can make a Transfer if the Company has respective technical capacities for it. If there are no technical capacities the Company has the right to reject the Transfer by notifying the client about it via the Interface.

5. COMPANY'S REMUNERATION AND OTHER PAYMENTS

¹ Ameriabank CJSC Tariffs for Individuals /11RBD RL 72-01-01/ (approved by the Management Board decision # 02/03/15 as of February 04, 2015) www.ameribank.am - Dropdown Menu – General Terms and Conditions of Banking Services for Individuals

² Ameriabank CJSC Tariffs for Individuals (11RBD PL 72-01-01) (approved by the Management Board decision # 03/59/15 as of May 27, 2015) www.ameribank.am – Dropdown menu – Retail Banking – Account Opening and Service – Additional Information

Ameriabank CJSC Card Rates and Fees (11RBD PL 72-56) (approved by the Management Board decision # 02/20/15 as of July 29, 2015). Link: www.ameribank.am - Dropdown menu – Retail Banking – Cards – Credit Cards – Additional Information

- 5.1. The Company shall provide the Service to the Client for the fee defined by the Company's Fees and Rates³ which is paid by the Client when making the Transfer.
- 5.2. Where the currency of the Client's card is different from that of the transferred amount, according to the rules of the Issuer Bank and/or MasterCard WorldWide, VISA INTERNATIONAL and/or ArCA (Armenian Card) payment systems due to FX rates and currency convention other fees may be charged and the Client may not file any claims to the Company with respect to such fees.
- 5.3. If the Recipient fails to receive the Transferred amount within the term specified in clause 6.6 the Company shall not charge the fee for the service to the Client.

6. THE ORDER AND TERMS OF MONEY TRANSFERS

- 6.1. To make a transfer the Client shall fill in the mandatory information specified on the Interface in full.
- 6.2. The Client is responsible for filling in accurate information about him/her, the Recipient and transaction data, in particular the amount of Transfer, phone numbers of the Client and the Recipient.
- 6.3. Once the Client performs all the actions required for the Transfer in due manner the Company shall send to the Client a transfer code (hereinafter "the Transfer Code") required for the Recipient to withdraw the amount from the Company's ATM. If the Transfer is made via the Website the Transfer Code shall be sent by an SMS to the Client's phone number. Where the Transfer is made via Online Banking system/Mobile Banking application the Transfer Code shall become available in the Online Banking system/Mobile Banking application.
- 6.4. The Transfer Code sent to the Client by the Company shall be provided to the Recipient by the Client at the Client's discretion.
- 6.5. After the Recipient enters the Transfer Code on the Company's ATM the Company sends a one-time password to the Recipient's phone number specified in the Transfer application. The Recipient shall enter the password on ATM keyboard. Once the Recipient enters the one-time password on ATM keyboard the Company shall immediately make the Transferred amount available to the Recipient in cash form.
- 6.6. The Recipient may withdraw the transferred amount within 48 hours from the moment of Transfer.
- 6.7. The Recipient may receive the Transferred amount in cash (banknotes) via the Company's ATMs.
- 6.8. The Transfer may not be canceled. If the Recipient fails to withdraw the Transferred amount within the term specified in clause 6.6 the Transfer Code will be deactivated and the whole amount will become available to the Client.
- 6.9. For disputing the fact of Transfer by use of the Service via the Company's Website the Client shall apply to the Issuer Bank.
- 6.10. The Client confirms that the debit order submitted via the Interface is an indisputable proof of the Client's intention to Transfer the specified amount.
- 6.11. Once the Client fills in the data and information necessary for making the Transfer on the Interface the Company shall provide to the Client an electronic slip of the transaction.

7. VALIDITY OF THE AGREEMENT

- 7.1. The Agreement shall remain in full force and effect until proper fulfillment of the obligations assumed by the Parties.

³ Ameriabank CJSC Tariffs for Individuals (11RBD PL 72-01-01) (approved by Management Board decision # 03/59/15 as of May 27, 2015) www.ameribank.am- Drop-down menu - Dropdown menu – Retail Banking – Account Opening and Service – Additional Information

Ameriabank CJSC Card Rates and Fees (11RBD PL 72-56) (approved by the Management Board decision # 02/20/15 as of July 29, 2015). Link: www.ameribank.am - Dropdown menu – Retail Banking – Cards – Credit Cards – Additional Information

8. SECURITY AND CONFIDENTIALITY OF DATA

- 8.1.** The Company shall apply industry inscription standards to protect the information provided by the Client, such as SSL technology and Master Card Secure Code and VISA Verified by Visa (VbV) technologies securing online card transfers. However, the Client understands that it is practically impossible to ensure absolute security for online truncations and bears the possible risks inherent in online transactions.
- 8.2.** CVV code is required for making a Transfer via the Company's Website.
- 8.3.** The Company is not responsible for unauthorized access or use of the Client's data in Internet by third parties.
- 8.4.** The Company shall keep the information obtained about the Client in accordance with the Laws and regulations of the Republic of Armenia.
- 8.5.** The Client shall provide his/her consent for processing and transfer of his/her data to third parties, if it is necessary for
 - 8.5.1.** making the Transfer
 - 8.5.2.** protecting the Company's lawful rights and interest
 - 8.5.3.** protecting the Client's lawful rights and interest
 - 8.5.4.** provision to the third parties in cases and order prescribed by the current laws and regulations of the Republic of Armenia

9. LIABILITY OF THE CLIENT AND THE COMPANY

- 9.1.** The parties shall be liable for non-performance of the obligations under the Agreement in the amount and manner envisaged by the current laws and regulations of the Republic of Armenia.
- 9.2.** Neither Party shall be liable for any failure or default in performance of the obligations under the Agreement, if such failure or default is caused by conditions beyond its reasonable control (force majeure) which arise after the execution of this Application-Agreement due to state of emergency.

10. FINAL PROVISIONS

- 10.1.** The disagreements and disputes arising out of or in connection with this Agreement shall be resolved through negotiations between the Parties. If the Parties fail to reach agreement, the disagreements and disputes shall be resolved at the claimant's choice
 - 10.1.1.** in the Court of General Jurisdiction of Kentron and Nork-Marash Administrative Districts of Yerevan, Republic of Armenia, or
 - 10.1.2.** in the respective court of the Republic of Armenia at the respondent's location if the respondent resides in the territory of the Republic of Armenia.
- 10.2.** Disagreements arising out of this Agreement shall be resolved solely in accordance with the Republic of Armenia laws and regulations.
- 10.3.** For any queries regarding use of the Interface, please call Contact Center ((+374 10) 56 11 11).