

Appendix 2

TERMS AND CONDITIONS FOR USE OF MOBILE BANKING

(The Terms and Conditions of the public offer for provision of Mobile Banking service to individual clients by JSC "KDB Bank Uzbekistan")

KDB Bank Uzbekistan JSC (hereinafter referred to as the Bank), on the one hand, and the individual - the client of the Bank, who is the subscriber of the mobile communication operator of the Republic of Uzbekistan (hereinafter referred to as the Client), on the other hand, have concluded this agreement of public offer (hereinafter referred to as the Agreement), which is an official public offer of KDB Bank Uzbekistan JSC addressed to individuals to conclude a Mobile Banking Agreement in accordance with Article 367 and Part 2 of Article 369 of the Civil Code of the Republic of Uzbekistan, considered to be concluded and gaining power from the moment of the commission by an individual of the actions provided for by this Agreement, and meaning an unconditional acceptance by an individual of all the Terms and Conditions of this Agreement without any exemptions or restrictions.

1. DEFINITIONS

For the purposes of this Agreement, the following definitions are used in the following meanings:

KDBUz Mobile Service - a service that allows the Client to open, control and manage bank accounts, perform non-cash transactions, receive information and other services anywhere via a mobile phone;

KDBUz Mobile System - a complex of the Bank's software and hardware designed to provide KDBUz Mobile Service to Clients through the Internet;

Client - an individual, Account owner, who has entered into Account Agreement with the Bank;

Saving Account - an account designed to reflect Client's funds that the Bank receives from the Client for a specified period (term deposit and/or saving deposit) with a condition of paying interest on it on the terms and in the manner provided for in the Account Agreement;

Wallet Account - electronic personal account that allows an individual to make electronic transactions using a mobile application.

Card Account – special card account, which can be managed by means of a bank card.

Demand Deposit Account (Current Account) - an account that allows a Client to use the funds placed on it at any time upon his request.

Loan Account – an account for tracking and accounting of payments on loans issued by the Bank.

Account - Demand Deposit Account, Card Account, Wallet Account, Loan Account, Saving Account, and other Accounts in national currency and / or foreign currency opened in the name of a Client which reflects transactions made according to Client's instructions;

Account Agreement – means: Bank Account Agreement, Agreement on the use of Uzbek soum bank card, Contract for issue and maintenance of VISA / MasterCard debit card and agreements of other Accounts, including the Accounts opened through KDBUz Mobile system concluded between the Bank and the Account holder;

Bank Card (hereinafter referred to as the Card) - a payment card (of UzCard, VISA, MasterCard systems) issued by the Bank in the name of the Client providing the opportunity of repeated operations on a Card Account of the Client (hereinafter referred to as the CA), including non-cash payments and cash withdrawal within the balance on the Client's card account, in the order established by legislation;

Cardholder - an individual who uses the Card on the basis of an Account Agreement (the holder of the Account is the holder of the main Card) or on the basis of the power of attorney (application) of the Account holder (holder of the additional Card);

Mobile Phone Number is a sequence of digits assigned to a subscriber of a mobile telephone network.

Access Password - a set of characters intended to confirm the Client's authority when connecting or accessing KDBUz Mobile Service through his/her mobile phone number;

Secret Question/Answer is a question, the answer to which will confirm the Client's authority if it is required to restore the Access Password to KDBUz Mobile Service;

Authorization - the procedure for requesting and receiving the Bank's response to such a request in the form of authorization or prohibition on conducting an operation on the Account / with the use of Bank Card or its details from the Card Issuing Bank or from the VISA / MasterCard payment system;

Authentication of the Client - authentication of the Client's presented Access Password and / or Secret Question / Answer with the granting of access rights to KDBUz Mobile Service;

Bank Fees - the amount of the commission fee of the Bank for services rendered by the Bank, approved by the Bank and in force at the time of the relevant transaction (service provision);

Transfer from Card to Card is a complex of information and technological solutions by means of which the holder of a bank card can make money transfers directly to a plastic card of another holder through the Mobile Banking service;

Exchange - funds exchange from Client's Account in national currency to Client's Account in foreign currency (US Dollars or Euro) and reverse funds exchange using the mobile application KDBUz Mobile online at any time;

Instruction - an operation for the creation, authentication and transfer by the Client to the Bank of an order for transfer of funds held in the Client's Account;

Transaction is a sequence of messages generated and transmitted to each other by the Bank and the Client and / or other participants in the transaction chain when servicing the Client on the Terms and Conditions established by the Agreement and internal documents of the Bank;

Transaction Details - a document created using the Bank's automated systems and containing in electronic form the Client's instruction to the Bank to perform transactions on Accounts or other transactions, which serves as a confirmation of the transactions performed;

Service Provider - the beneficiary of funds that renders the Provision of Service;

Service Provided - goods, work, service provided by the Service Provider including mandatory payments / fees to the budget of the Republic of Uzbekistan and non-budgetary funds;

2. SUBJECT OF THE AGREEMENT

2.1. Under this Agreement, the Bank undertakes to provide the Client with Mobile Banking services to subscribers of mobile communication operators of the Republic of Uzbekistan (hereinafter referred to as mobile operator (s)).

2.2. Within the framework of Mobile Banking service (hereinafter referred to as KDBUz Mobile Service), the Bank grants the Client the opportunity, in the presence of open account in the Bank and in accordance with the current legislation of the Republic of Uzbekistan, to perform the following procedures:

- to initiate opening of accounts of an individual in the Bank's branch, including opening of Demand Deposit Account, Card Account, Wallet Account, Loan Account, Saving Account in national and/or in foreign currency, etc.;

- to receive information on the status of the Account using the Account details;

- to send an application for issuing UzCard, VISA and MasterCard, including VISA cards for exchange operations;

- to carry out operations on card accounts and other active accounts, including Wallet Account operations, Saving Accounts replenishment, and their early termination;

- to independently perform remote exchange operation, including reverse exchange;

- to independently carry out the blocking of plastic cards;

- to change Access Password, the Client's Secret Question/Answer to it;

- to use other services of the Bank.

A specific set of operations, services and functions provided by the Bank within the framework of KDBUz Mobile Service to the Client shall be determined by the Bank independently.

2.3. Conducting transactions on Accounts managed through KDBUz Mobile System is allowed in accordance with the current legislative acts of the Republic of Uzbekistan. At the same time, payments for services and transfers of funds to other accounts of the Client are carried out only from Demand Deposit Account, Wallet Account and from Card Account managed through remote maintenance systems without limiting the amount of payment within the balance of funds on the Account, except for cases stipulated in paragraph 8.1.8 of this Agreement.

2.4. The Bank does not provide the Client with mobile communication services and data transmission services, the use of such services and payment for it shall be performed by the Client in the manner and on terms determined by the mobile communication operator, to which the Client is subscribed.

2.5 The Client independently and at his own expense provides connection of his mobile device to the Internet, and also provides their protection against unauthorized access and malicious software.

3. CONCLUSION OF THE AGREEMENT

3.1 Based on the fact that this document, published or posted by the Bank:

- on the Internet on its official website at: www.kdb.uz (hereinafter referred to as the Bank's website);
- in the "KDBUz Mobile" mobile application;
- in branches of the Bank,

is a public offer, the Agreement on the provision of Mobile Banking service between the Bank and the Client shall be deemed concluded at the time the Client accepts the public offer of the Bank.

The Bank and the Client acknowledge that the acceptance of the public offer (the Client's consent to conclude the Agreement) is deemed to be the fact in case of the Client's registration in KDBUz Mobile System with registration of the Client's mobile phone number, and definition of the Client's Access Password, Secret Question and Answer to it, allowing the Client to enter KDBUz Mobile Services menu.

3.2 To access KDBUz Mobile Service, the Client's visit to the Bank is not required, provided that the Client's mobile phone number is available in the Bank's database.

3.3 To gain access to KDBUz Mobile Service in the absence of the Client's mobile phone number in the Bank's database, the Client's visit to the servicing Bank's branch is required.

3.4 The fact that the Client accepts the Terms and Conditions of this Agreement means the Client's consent to the automatic opening of a Wallet Account in national currency and/or foreign currency (US Dollar, Euro).

3.5 The existence of an initially opened Account with the Bank is mandatory to open Card Account, Saving Account and Loan Account in the national currency and/or foreign currency using KDBUz Mobile Service.

4. TERMS AND CONDITIONS OF RENDERING KDBUZ MOBILE SERVICES

4.1 The Terms and Conditions for the provision of KDBUz Mobile Service are defined by this Agreement, the Bank Account Agreement, Bank Tariffs and by requirements of current legislation of the Republic of Uzbekistan.

4.2 In order to use KDBUz Mobile Service, the Client must install the mobile application KDBUz Mobile on his/her mobile device.

4.3 When registering with KDBUz Mobile System the Client must enter mobile phone number to receive SMS code, bank card number, desired Access Password, select a Secret Question/Answer to it and confirm registration by entering the SMS code.

4.4 The Client uses the Access Password to log in to KDBUz Mobile System.

4.5 The Client's access to non-cash payments, information and other services using KDBUz Mobile Service is subject to his/her successful Authentication.

4.6 Cancellation of registration in KDBUz Mobile System is carried out by the Client by choosing unsubscribe option or by visiting the Bank's branch and processing the Application for service cancellation.

4.7 The term of the Client's access to KDBUz Mobile Service is unlimited, except for the cases listed in sub-clauses 8.1.9, 8.1.10 and 8.1.11 of clause 8.1 of Article 8 of this Agreement or until the Client submits a disagreement with the offer in the manner provided for in clause 4.10.3 of this Agreement.

4.8 The use of KDBUz Mobile System is free of charge during the whole period of the Client's access to KDBUz Mobile System, except for commission fees for the services of the Bank within the framework of KDBUz Mobile Service, the collection of which is provided for by the Bank Tariffs.

4.9 The Bank has the right, at its discretion, to unilaterally change the Terms and Conditions for providing KDBUz Mobile Service with a mandatory (if not otherwise provided for in this Agreement) preliminary, not less than 10 (ten) calendar days, by notifying the Client thereof through the Bank's branches, menu of KDBUz Mobile System and (or) by posting relevant information on the Bank's website, as well as by SMS-informing, including:

- making changes and additions to the list of banking services and products provided within the framework of KDBUz Mobile Service, as well as the procedure for their provision;
- making changes and additions to the Bank Tariffs: change the size, procedure and terms of payment of commission to the Bank and making other payments by the Client related to the provision of KDBUz Mobile Service;
- making changes and additions to this Agreement to bring it in line with the requirements of the current legislation of the Republic of Uzbekistan;

4.10 The Parties' agreement on amendments and additions to this Agreement is achieved in the following order:

4.10.1 The Bank shall notify the Client of the changes in the Terms and Conditions of this Agreement in the manner provided for in clause 4.9 of this Agreement. The above notice is simultaneously an offer to amend the Terms and Conditions of this Agreement.

4.10.2 The Client's consent to changes to the Terms and Conditions of this Agreement (acceptance of an offer) shall be deemed received if within 10 (ten) calendar days from the date of the offer placement, if the longer period is not specified in the notification or is not provided for by law, the Client will not take action to cancel registration of KDBUz Mobile Service in the manner provided for in paragraph 4.6 of this Agreement, or does not express its disagreement with the Terms and Conditions in the manner provided for in clause 4.10.3 of this Agreement.

4.10.3 The Client's disagreement with changing the Terms and Conditions of this Agreement can be effected by the Client by self-canceling registration in KDBUz Mobile System in the manner provided for in clause 4.6. of this Agreement or by processing by the Client (authorized person) not later than 10 (ten) calendar days from the date of placement of the Terms and Conditions of a written application with personal appearance in the branch of the Bank and presentation of an identity document. In the event that the Bank does not receive a written notification from the Client about the refusal to accept the offer before the new Terms and Conditions of the Agreement come into force, the Bank considers this to be an expression of the Client's consent with changes in the Terms and Conditions of the Agreement.

5. TERMS OF CONDUCTING OPERATIONS ON CLIENT'S ACCOUNTS THROUGH KDBUZ MOBILE SERVICE

5.1. Opening of the Client's accounts through KDBUz Mobile Service will be performed at the branch of the Bank where the procedure for opening the Client's initial Account was performed based on the respective application, except for cases of Card Accounts opening.

5.2 Operations conducted through KDBUz Mobile Service on the Client's accounts are made only on a non-cash basis in accordance with the Civil Code of the Republic of Uzbekistan, the Law of the Republic of Uzbekistan "On Banks and Banking Activities", the Instruction "On Bank Accounts opened with banks of the Republic of Uzbekistan" registered by the Ministry of Justice Of the Republic of Uzbekistan No. 1948 dated April 27, 2009, the Instruction of the Central Bank "On the procedure for the implementation of deposit operations in banks of the Republic of Uzbekistan", the registered Ministry of Justice of the Republic of Uzbekistan No. 2711 of August 26, 2015, with amendments and additions.

5.3 The Client, by means of KDBUz Mobile Service, instructs, and the Bank accepts, processes, transfers or credits funds from the Client's Account on the terms of the Client's Instruction, and on terms approved by the Bank for the Account selected by the Client. The list of available accounts is given in the menu section of the mobile application KDBUz Mobile and on the Bank's website www.kdb.uz.

5.4 The Bank provides the Client the opportunity to use the services of the Bank within the framework of this Agreement, where in the process of rendering the Client is entrusted, and the Bank performs the following actions:

- acceptance and processing of payment Instructions for Services Provided and funds transfer operations from the Account / Card of the sender (Client) to the Beneficiary's Account / Card;
- writing off funds from the Account / Card of the sender (the Client) in the amount of the value of a Service Provided and / or in the amount of funds transfer from the Account / Card of the sender (Client) to the Beneficiary's Account / Card, as well as the Bank's commission if its charging is provided for by the Bank Tariffs;

- transfer of funds using Account details/Card details of the Service Provider to Account / Card of the beneficiary in the amount of the cost of Service Provided and / or in the amount of funds transfer from the sender's Account / Card to the beneficiary's Account / Card;
- compilation of Transaction Details in electronic form, confirming the funds transfer;
- saving of details (binding) of the Client's Account / Card in order to provide the possibility of conducting regular transactions and operations from the binded Account / Card without re-entering their details;
- acceptance and processing of Instructions of funds exchange operation from UzCard in national currency to VISA Exchange card in US dollars or Euro and reverse exchange;
- execution of operations on opening of the Client's Accounts in accordance with the procedure established by the current legislation of the Republic of Uzbekistan and internal procedures of the Bank;
- execution of operations on replenishment, writing off and cancellation of Saving account of the Client in the order provided by the current legislation of the Republic of Uzbekistan;
- change of Mobile Phone Number, Access Password and other confidential information of the Client.

5.5 The Bank executes the Client's Instruction in the amount determined by the Client in terms and in the order provided by the current legislation of the Republic of Uzbekistan.

5.6 Exchange and reverse exchange of funds performed remotely via KDBUz Mobile Service is carried out at the Bank's exchange rate effective at the date and time of exchange operation.

5.7 Operations on opening, depositing / replenishment, writing off and cancellation of Saving Account of the Client are carried out only through Demand Deposit Account opened in the name of a Client.

5.8 Opening of an Account using KDBUz Mobile Service is possible upon receipt of Client's request. Account opening request shall be executed in accordance with the Bank's internal procedure. The Client will be informed about the account opening through KDBUz Mobile notification service.

5.9 The terms of Saving Account, including the period, interest rate, the period of crediting interest accrued, requirements for the minimum and/or non-reducible balance of the Saving Account, the possibility of replenishing the Saving Account Deposit and other conditions are approved by the Bank. At the same time, for the Saving Account opened by a Client using KDBUz Mobile Service, the minimum amount of the initial contribution to the Saving Account is determined by the terms of Saving Account or must be at least 100,000 (one hundred thousand soums). Making additional contributions to the Saving Account through KDBUz Mobile Service is determined by approved terms for replenishing the Saving Account.

5.10. Saving Book will not be issued for Saving Account opened by the Client through KDBUz Mobile.

6. PAYMENT FOR SERVICE

6.1 The Client shall pay a commission for transactions executed with the help of KDBUz Mobile Service in the manner and within the time limits specified in this Agreement in the amounts approved by Banks Tariffs and communicated to the Client by posting information on the Bank's official website www.kdb.uz.

6.2 The amount of the commission for KDBUz Mobile Services shall be included into the total amount of the authorized Client's Instruction executed on the Client's Account and shall be debited without the Client's additional instruction from the debited Client's Account on top of the transaction amount at the date of the transaction. In case of funds insufficiency on the Client's Account at the time of the Authorization, the Bank does not accept the Client's Instruction for processing and does not render services of the Bank.

6.3 The Bank shall not be liable for commissions charged by funds receiving bank and / or the sending bank. The Client understands and agrees that when transferring funds from the accounts of other credit institutions, additional fees may be charged. In these cases, the Services are deemed to be provided by the Bank to the Client in an appropriate manner and in full accordance with this Agreement and the Account Agreement and the Client shall independently regulate further relations with the recipient of such commission.

7. RESPONSIBILITIES OF THE PARTIES

7.1 The Bank undertakes:

7.1.1 Qualitatively and in a timely manner ensure the registration of the Client in KDBUz Mobile System and provide the Client with the opportunity to make cashless payments, manage account, receive information services and other services using KDBUz Mobile Service in accordance with this Agreement;

7.1.2 Keep the Client's Access Password confidential;

7.1.3 To provide electronic Transaction Details for the Client confirming the performance of operations using KDBUz Mobile Service as a display on the screen of the mobile phone that the Client uses to access the Service;

7.1.4. To keep the confidentiality of financial information and provide information on it only in cases provided by the current legislation of the Republic of Uzbekistan;

7.1.5. Ensure that the information on account movements (cash flow) in KDBUz Mobile System is reflected with the saving function in PDF format.

7.1.6 Timely inform the Client by posting information on the Bank's official website (www.kdb.uz) about changes and additions to Terms and Conditions of the current Agreement, changes in interest rates for Saving Account, Bank Tariffs for rendering services with prior notification to the Client not less than 10 (ten) calendar days;

7.1.7 Fulfill other obligations provided for by the legislation of the Republic of Uzbekistan, this Agreement and the Account Agreement;

7.2. The Client undertakes:

7.2.1. To fulfill the requirements of the current Agreement, the Account Agreement and to pay for the Bank's services in accordance with the approved Bank Tariffs;

7.2.2. To ensure the safety and confidentiality of the Access Password, the Secret Question/Answer to it, and other information necessary for the Client's access to KDBUz Mobile Service and the performance of operations using KDBUz Mobile Service, and not disclose such confidential information to other persons, including:

- promptly notify the Bank of the loss / theft of the Client' mobile phone (SIM card) in order to further block access to KDBUz Mobile Service and prevent unauthorized transactions on accounts by third parties;

- to carry out an immediate change of the Access Password, a Secret Question/Answer to it in cases of revealing the fact of their compromise or suspicion of compromise;

7.2.4. To observe the necessary security measures when using KDBUz Mobile Service, not to give other persons access to the use of KDBUz Mobile Service provided by the Bank under this Agreement;

7.2.5. Carefully study the information displayed on the mobile phone screen that is used to access KDBUz Mobile Service, and choose the actions from the proposed options in accordance with their intentions or strictly follow the imperative instructions; carefully check the correctness of the information entered by the Client;

7.2.6. Check on the Bank's website and in the Mobile Banking sections the availability of information on changes and / or additions to this Agreement, the Bank Tariffs, interest rates on Saving Account, if such information is available - carefully study the new procedures and Terms and Conditions of provision of KDBUz Mobile Service;

7.2.7. Timely, not later than 3 (three) working days, inform the Bank of the change / loss of the passport and mobile phone number for timely input of the necessary information to update the client's data when he/she appears in the Bank.

7.2.8. Ensure that the Account contains the funds required to conduct operations using KDBUz Mobile Service, pay for the Bank's services and make other payments provided for in this Agreement, the Account Agreement and the Bank Tariffs;

7.2.9. Do not use KDBUz Mobile Service using a mobile phone connected to a personal computer or to any other device capable of transmitting data;

7.2.10. Perform other obligations provided for by the legislation of the Republic of Uzbekistan, current Agreement and the Account Agreement.

8. RIGHTS OF THE PARTIES

8.1. The Bank has the right:

8.1.1. In the order defined by this Agreement, to change the Terms and Conditions of provision of KDBUz Mobile Service;

8.1.2. Change at any time at its discretion the set of operations, services and functions provided within the framework of KDBUz Mobile Service, as well as the procedure for their performance;

8.1.3. Independently debit the Account for the amount of transactions made by the Client using KDBUz Mobile Service, as well as other amounts provided for in this Agreement, the Account Agreement and the Bank Tariffs;

8.1.4. In an automatic manner, write off from the Account opened in the name of the Client the amount of necessary funds in the case of overdue debt on a loan issued to the Client;

8.1.5. In case of violation of terms of the Saving Account, by activating the operation for writing off the funds from Account through KDBUz Mobile Service, recalculate the amount of interest accrued and transferred / paid to the Client on the Saving Account in accordance with the terms of early termination of Saving Account with deduction from the principal amount of the Saving Account;

8.1.6. At the end of the term of Saving Account, return the Saving Account amount to the Client's demand deposit account with further transfer thereof in a non-cash order to any account of the Client bound to KDBUz Mobile Service;

8.1.7. In an automatic manner on the basis of decision of the judiciary received by the Bank, write off the required amount of funds from the Client's accounts, including the Saving Accounts;

8.1.8. In order to reduce risks, as well as fulfill the requirements of the "Internal Control Rules for Combating the Legalization of Incomes Derived from Criminal Activity and Funding terrorism in commercial banks " establish a limit on the amount of non-cash debit transactions from demand deposit accounts, plastic cards and accounts managed through the system of remote maintenance in the amounts determined by the current legislation of the Republic of Uzbekistan in terms of combating money laundering and financing of terrorism;

8.1.9 In case of suspicious transactions undertaken by the Client using KDBUz Mobile System in accordance with the Rules of Internal control on fighting against legalization of income, received from crime, financing terrorism and financing the proliferation of weapons of mass destruction at commercial banks unilaterally terminate the Agreement, temporary suspend or refuse Client's access to KDBUz Mobile System until the Client provides a written explanation of the legality of the transactions conducted;

8.1.10. To suspend the provision of KDBUz Mobile Service without prior notice to the Client in the following cases:

- violation by the Client of the Terms and Conditions of this Agreement for a period until the Client addresses the violations committed;

- the existence of circumstances that give reason to believe that KDBUz Mobile Service is used by not the Client - for a period until clarification of these circumstances;

- replacement, repair, maintenance, etc. of equipment and (or) software used by the Bank to provide KDBUz Mobile Service - for up to 72 (seventy two) hours, inclusive;

- on writing off funds from a card account in national currency and / or foreign currency upon the expiry of the validity period of cards issued in the name of the Client;

- if the Client does not enter KDBUz Mobile System within 12 (Twelve) months;

- suspend operations on the Saving Account or refuse to execute them in cases stipulated by the current legislation of the Republic of Uzbekistan;

- unilaterally change the interest rate for Saving Account, in accordance with the terms of this Agreement;

- in the event of seizure, on any of the Client's Accounts opened in the Bank, block opening of new accounts and performing transactions on accounts using KDBUz Mobile Service;

- when conducting doubtful or suspicious operations through KDBUz Mobile Service in accordance with regulatory enactments of the Republic of Uzbekistan;

8.1.11 Refuse the Client to perform non-cash payments in the following cases:

- in case of absence of funds on the Client's account required to perform non-cash settlements using KDBUz Mobile Service and writing off the fee for performing non-cash settlements under the Bank Tariffs;

- indication of incorrect beneficiary's details when making non-cash settlements;

8.1.12 unilaterally refuse further performance of obligations under the Agreement with refund of funds from the Client's Accounts opened through KDBUz Mobile Service at the branch of the Bank where the Account was opened in accordance with the established procedure;

8.1.13 exercise other rights provided for by the legislation of the Republic of Uzbekistan, this Agreement and the Account agreement.

8.2 The Client has the right:

8.2.1 To manage access to KDBUz Mobile Service, dispose of funds on the Account, perform transactions on the Account using KDBUz Mobile Service and use other services of the Bank in accordance with this Agreement;

8.2.2 Independently change the Access Password in KDBUz Mobile System interface, the secret question / answer, the mobile phone number for delivery of SMS code;

8.2.3 Unilaterally cancel this Agreement by closing access to KDBUz Mobile Service. By selecting the function unsubscribe from KDBUz Mobile Services or by visiting the Bank's branch / branch and filing the Application;

8.2.4 Exercise other rights provided for by the legislation of the Republic of Uzbekistan, this Agreement and the Bank Account Agreement.

9. LIABILITIES OF THE PARTIES

9.1. For failure to fulfill or improper fulfillment of obligations under this Agreement, the Bank and the Client are liable in accordance with the legislation of the Republic of Uzbekistan.

9.2 The Client is liable for:

- all operations performed with the use of KDBUz Mobile Service and the management of access to KDBUz Mobile System, performed with the use of Access Password and other Client's confidential information necessary for accessing KDBUz Mobile System and performing transactions using KDBUz Mobile Service;

- ensuring the security and confidentiality of an Access Password, a Secret Question/Answer to it, and other confidential information necessary for the Client's access to KDBUz Mobile System and for transactions performed through KDBUz Mobile Service, as well as for losses that may arise as a result of the Client's non-compliance with the requirements for securing preservation and confidentiality of such information;

- entry into KDBUz Mobile System using a mobile phone number, an Access Password and other information necessary for the Client's access to KDBUz Mobile System via a foreign mobile phone;

- illegal access by third parties to the use of KDBUz Mobile Service provided by the Bank to the Client under this Agreement as a result of the Client's intent or negligence and for all consequences caused by such unlawful access;

- for the disclosure of an Access Password and other confidential information and / or the use of a mobile phone number (SIM card) by third parties;

- untimely (more than 3 (three) business days) message to the Bank about changed mobile phone number.

9.3 The Client independently ensures the safety of his/her mobile phone number (SIM card), an Access Password, and other confidential information, and is responsible for all actions performed by the Client after Authentication.

10. LIMITATION OF THE LIABILITY OF THE BANK

10.1. The Bank does not guarantee the possibility of using KDBUz Mobile Service on all models of mobile phones and is not responsible for the Client's inability to use KDBUz Mobile Service for reasons related to the features of the client's mobile phone hardware and software.

10.2. Recognizing the fact that the Bank does not provide mobile communication services and data transfer services, the Client agrees that the Bank is not responsible for the poor performance of KDBUz Mobile Service to the Client for reasons related to the malfunction of mobile communication networks.

10.3. The Bank is not responsible for:

- the quality of the mobile phone and (or) its software used by the Client to access KDBUz Mobile Service;

- the quality of services provided by mobile communication operators;

- for late notification on behalf of the Client about changed passport and / or mobile phone number, as a result of which the provision of KDBUz Mobile Service may suspend or disclose information constituting bank secrecy;

- unauthorized transactions conducted by means of KDBUz Mobile Service by third parties, in cases where the Client's mobile phone (SIM card) has been placed at the disposal of third parties;

- disclosure by the Client of an Access Password and other confidential information necessary for accessing KDBUz Mobile Service by third parties;

- disclosure by the Client of information received through KDBUz Mobile Service to third parties;
- for the damage caused as a result of unauthorized access to the Client's account in the mobile application.

11. ADDITIONAL CONDITIONS

11.1. Unless otherwise provided by the current Agreement, all official notices, claims, demands, etc. within the framework of current Agreement shall be made in writing and sent by the Parties in the form of a mail (simple or customized with a notice of delivery) or delivered on hand, signed with receipt and indicating the date of receipt.

11.2 In case if the Client intends to close all accounts with the Bank, the Client's official request to close the accounts will be the basis for termination of this Agreement.

11.3 In all other respects not regulated by this Agreement, the Parties shall be governed by the legislation of the Republic of Uzbekistan and the Account agreement.

11.4 All disputes, disagreements, demands, and other issues arising out of or relating to this Agreement, including those relating to its execution, violation, termination or invalidity, shall be resolved in court at the location of the Bank in the manner established by the current legislation of the Republic of Uzbekistan.

12. FORCE MAJEURE CIRCUMSTANCES

12.1. The Parties are exempted from liability for failure to fulfill or late fulfillment of any obligation under this Agreement if this failure or untimely performance was caused by force majeure circumstances not dependent on the will of the Parties, such as: disruptions in the operation of telecommunications systems, natural disasters, wars, strikes, political and social instability, the publication of legislative acts by the President, the Government of the Republic of Uzbekistan or the Central Bank of the Republic of Uzbekistan, which resulted in the inability to comply with current Terms and Conditions, as well as the emergence of unforeseen circumstances, such as problems with power supply and any other circumstances that prevented the Bank or the Client from fulfilling its obligations.

13. SPECIAL TERMS

13.1. The Parties agree that the communication or provision by the Bank of information constituting bank secrecy to third parties in cases provided for by the Bank Secrecy Law and also to persons rendering technical services aimed at providing the Bank with KDBUz Mobile Service support is not considered to be a disclosure of bank secrecy in accordance with this Agreement.

14. FINAL PROVISIONS

14.1. By concluding this Agreement, the Client confirms that prior to accessing to KDBUz Mobile Service, he/she has studied the Terms and Conditions for the use of KDBUz Mobile Service as defined in this Agreement and Tariffs of the Bank, agrees with them and recognizes them as binding.