"FAST BANK" CJSC

SERVICE RULES IN THE DIGITAL DOMAIN

These rules regulate the legal relations between "Fast Bank" CJSC and the Customer regarding the use of banking services in the digital domain.

1. USED CONCEPTS

1.1. **Bank** – "Fast Bank" CJSC, banking license number: 87, registration number: 88.
1.2. **Customer** – an individual, private entrepreneur or legal entity using banking services.
1.3. **Party** – the Bank or the Customer.
1.4. **Parties** – the Bank and the Customers jointly.
1.5. **Digital domain** – a system for remote provision of banking services through the "Fast Bank" WEB domain and the "FastBank Mobile" application.
1.6. **"Fast Bank" WEB domain** – a system for remote provision of banking services through the website https://online.fastbank.am/ on the Internet, which allows you to use the services from anywhere in the world using any device equipped with a compatible browser (Windows Internet Explorer, Google Chrome, etc.).
1.7. **"FastBank Mobile" application** – a mobile application downloaded from the "Play Market" and "App Store" online stores, which allows you to use the services and through which Mobile Banking is carried out.
1.8. **Mobile Banking** – software that, in case of Internet access, allows you to manage the customer's bank account from anywhere in the world through the "FastBank Mobile" application.
1.9. **Electronic Document** – a document formed in electronic form through the Digital Domain, which is certified by an electronic digital signature.
1.10. **Electronic Digital Signature** – an analogue of the Customer's autograph signature, which is generated by entering the Digital Domain by entering the Login, Password and/or by entering a one-time digital code to confirm the electronic document sent to the Bank. After entering the Digital Domain by entering the Login and Password, the sending of an Electronic Document, including an Order, to the Bank is considered to be confirmed by an electronic digital signature.
1.11. **Login** – A phone number or email address created by the Customer when registering in the Digital Domain.
1.12. **Password** – A combination of letters, numbers and/or symbols created by the Customer to enter the Digital Domain.
1.13. **One-time digital code** – A one-time generated password for performing transactions in the Digital Domain.
1.14. **Bank account** – A bank, deposit or card account opened in the Customer's name with the Bank.
1.15. **Tariffs** – A document establishing the fees charged by the Bank for the services offered, approved by the Bank's authorized body (bodies), which is published on the Website.
1.16. **Website** – The official website of the Bank: **https://www.fastbank.am/**.

2. REGISTRATION PROCEDURE IN THE "FASTBANK MOBILE" APPLICATION

2.1. For individuals:

2.1.1. The Bank provides the Customer with the opportunity to carry out transactions through the "FastBank Mobile" application. In order to be served through the mobile application, the Customer registers in the application, for which they perform the following actions:

1) entering and confirming the phone number using the confirmation code received by SMS,

2) providing consent to the processing of personal data,
3) video input (scanning) of the identification document and checking the document number,
4) biometric identification (face photo),
5) entering the residential address,
6) confirming the email address using the confirmation code received to the email address,
7) creating a password in accordance with the criteria presented by the Bank at the time of its creation.

2.1.2. After registration, when entering the Mobile Application in each subsequent case, the Customer fills in the login and password, as well as enters their PIN code, and the login and password are automatically identified through the electronic system. Customer login is performed by biometric identification (fingerprint or face scan) if the Customer has activated biometric identification.

2.2. For legal entities and private entrepreneurs:

2.2.1. For legal entities or private entrepreneurs, in order to register in the Mobile Application, the director or authorized person of the given legal entity or private entrepreneur opens an account with the Bank, goes through the steps in accordance with the procedure specified in clause 2.1 of this document, after which the Customer informs the employee serving them at the Bank so that the appropriate settings are made.

2.2.2. After completing the settings, the company director, private entrepreneur, logging into the Mobile Application, shall perform the following actions:
1) Go to the Menu page from the Home page,
2) Click Switch account,
3) Select the account of the legal entity/private entrepreneur.

2.2.3. The orders/applications given by the Customer through the "FastBank Mobile" application, the documents exchanged between the latter and the Bank have legal force equivalent to signed paper copies.

2.2.4. The director of a legal entity/private entrepreneur has the right to grant third parties full and/or partial powers to manage the company's accounts and perform other actions that are currently available in the digital domain, by submitting a corresponding power of attorney to the Bank in writing in advance.

3. CUSTOMER ORDERS

3.1. All Customer orders shall be sent to the Bank by a person with appropriate authority.

3.2. All apparently valid Customer orders sent to the Bank via the Digital Domain will be considered by the Bank as properly sent orders.

3.2.1. If the Bank has reasonable suspicions that the Customer's order was not given by a person with appropriate authority, or the Customer has violated the security rules for using the Digital Domain, the Bank is entitled to not execute, suspend or postpone the execution of the relevant order, informing the Customer about this as soon as possible.

3.3. The Customer is responsible for the authenticity and completeness of the orders sent and shall ensure that the order reflects its true, final purpose.

3.4. The Bank shall not be liable for failure to execute the Customer's order if it was received at a time and under circumstances that make its execution impossible.

3.5. The fact that the Customer's order sent to the Bank is in progress does not mean that the order has been or will be definitely executed. The order is considered executed only from the moment the Customer receives the confirmation sent by the Bank on the execution of the relevant order.

3.6. The Bank undertakes to execute the relevant transactions on the Customer's accounts based on the orders received from the Customer in accordance with the Bank's operating day schedule.

3.7. The Bank may inform about the results of the study and approval of the orders/applications submitted by the Customer in the Digital Domain, as well as about other operations of the Customer in electronic form, including by posting information on the relevant part of the Internet pages or Mobile Application in the Digital Domain, by email, by short messages (SMS) sent to the mobile phone number, by messages sent by the Mobile Application (Push Notifications), and in other ways. Data on operations performed in the Digital Domain are stored on the Bank's servers and are considered evidence for the settlement of disputed issues.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

*4.1. **The Customer has the right to:***

4.1.1. Apply to the Bank to block their access to the Digital Domain.

*4.2. **The Customer is obliged to:***

4.2.1. Ensure compliance of the submitted orders with the requirements set out in Section 3 of these Rules.

4.2.2. Immediately notify the Bank of any unauthorized access to the Digital Domain or any attempt to do so and/or any transaction in the Digital Domain or any attempt to do so,

4.2.3. Pay the Bank for the services provided and transactions performed through the Digital Domain in the amount specified in the Tariffs,

4.2.4. Indemnify the Bank for all expenses, losses and damages incurred as a result of the Customer's failure to fulfill or improper fulfillment of its contractual obligations, or as a result of the Bank's execution of any order received from the Customer in the Digital Domain,

4.2.5. Ensure the confidentiality of the Login Name, Password and one-time digital code in the Digital Domain and take measures to prevent them from being made available to third parties. In order to avoid unauthorized copying, do not use them on other computers that do not provide security. The Customer is responsible for the storage of the login, password, confirmation codes, as well as for transactions made through the Mobile Application and possible negative consequences arising from them.

4.2.6. In cases where other persons work on the same computer, ensure that there is no opportunity to copy the web page.

4.2.7. Stop using the Bank's services in the Digital Domain and immediately notify the Bank if:

1) there are suspicions about the publication or provision of the password, or the publication or provision of the password has occurred,

2) there has been a change in the composition of persons authorized by the Customer, who were entitled to perform actions in the Digital Domain on behalf of the Customer.

NOTICE. The Customer's performance of the obligation provided for in this clause shall not in itself be considered as a transfer of the risk of unauthorized use in the Digital Domain to the Bank.

4.2.8. The Customer shall provide the Bank with complete data necessary to establish contact with them. The Customer declares that **the email and telephone number provided by them to the Bank are controlled by them and that it is possible to effectively establish contact with them through those**. The Bank shall not be liable for the disclosure of information constituting a banking secret as a result of sending information via the means of communication provided by the Customer.

*4.3. **The Bank has the right to:***

4.3.8. In the event of technical failures and other hindering circumstances, unilaterally suspend the transfer of Electronic Documents or other information for an indefinite period of time, notifying the Customer thereof.

NOTICE: In the cases provided for in this clause, the Bank is not liable for damages caused to the Customer.

4.3.9. Offer the Customer new services in the Digital Domain,

4.3.10. Unilaterally make amendments and additions to these Rules, notifying the Customer in the manner prescribed 7 days before their entry into force.

4.3.11. Based on the prevention of money laundering and terrorist financing and other security considerations provided for by the legislation of the Republic of Armenia, not execute or suspend the execution of orders submitted by the Customer through the Digital Domain:

a. the validity and/or legality of which is not obvious or apply other restrictions on the Customer's use of the Digital Domain,

b. if there are reasonable suspicions that the Electronic Document was not issued by the Customer or the Customer has not complied with the security rules set forth in the Terms of Use of the Digital Domain or the requirements set forth in the RA legislation or the requirements of the Bank's internal legal acts.

4.3.12. To terminate the Customer's service and execution of orders through the Digital Domain at any time:

a. if the Customer has violated these rules, as well as other obligations assumed towards the Bank,

b. if there are grounds to believe that the Digital Domain is being used for any illegal purpose,

c. there has been unauthorized disclosure of the Customer's username and Password,

d. at the Bank's discretion, without any compensation, during disruptions to the Digital Domain, software updates or replacements, as well as during scheduled maintenance work.

4.3.13. All notifications under these **Rules** shall be made via the **Digital Domain** or by email registered with the Bank, which shall be deemed a proper notification sent by the Bank to the Customer.

4.4. The Bank is obliged to:

4.4.1. Take all necessary measures to ensure the smooth operation of the Digital Domain,

4.4.2. In case of registration by the Customer in the Digital Domain in compliance with these rules, ensure the latter's access to banking services,

4.4.3. Execute the orders received from the Customer through the Digital Domain, signed with an electronic digital signature, in compliance with these rules.

5. TECHNICAL SAFETY RULES

5.1. The Customer undertakes to comply with the security rules and to comply with any reasonable orders given by the Bank regarding security.

5.2. The Customer undertakes to immediately notify the Bank of any unauthorized access to the Digital Domain or any attempt to do so and/or any transaction or attempt to do so through the Digital Domain, as well as not to perform any action that may jeopardize the security of the Digital Domain.

5.3. The Customer shall not provide the login, password and one-time code generated by the security device protected by the code provided by the Bank (if any) or the confirmation codes sent by SMS to the phone number or the confirmation codes sent to the email address to other persons.

5.4. The Customer shall never disclose passwords and codes to third parties, and upon receiving such a request, immediately notify the Bank,

5.5. Avoid passwords that others can easily guess (for example, personal data, a simple combination of numbers), do not record passwords and codes in any computer program that can automatically store them in memory, make sure that no one is watching you when entering the Digital Domain,

5.6. After completing work in the Digital Domain, exit the program by clicking the “Exit” button, and close the browser (for example, Windows Internet Explorer or other), change passwords regularly,

5.7. In case of reasonable suspicion that passwords or codes have become known to other persons in whole or in part, immediately change passwords or temporarily suspend operations in the Digital Domain until the necessary protective measures are taken.

5.8. The Customer hereby authorizes and directs the Bank to take all necessary actions in the Customer's interest or of a non-material nature (correction of arithmetic errors, typos and other errors) without the Customer's additional consent or signature, in relation to the Customer's personal data.

6. RESPONSIBILITY

6.1. The Bank is not liable to the Customer for any loss or damage incurred as a result of using the Service in violation of these Rules and/or the Technical Security Rules, regardless of whether the Bank is aware of the risk of such loss or damage.

6.2. The Bank is not liable to the Customer for any loss or damage incurred as a result of the Bank's failure to execute or suspend the execution of the Customer's orders or the application of other restrictions on the use of the Digital Domain, based on the prevention of money laundering and terrorist financing and other security considerations provided for by the RA legislation.

6.3. The Bank is not liable to the Customer for any loss incurred by the Customer as a result of transactions carried out in violation of the security and confidentiality rules set forth in these Rules, for any loss incurred by the Customer as a result of the execution of orders given to the Bank and executed by the Bank, or for any loss incurred by the Customer as a result of the Bank's failure to execute incorrectly or improperly formulated orders/applications.

6.4. The Customer is liable to the Bank for all costs, losses and damages incurred as a result of the Customer's failure to perform or improper performance of its contractual obligations, or as a result of the Bank's execution of any order received from the Customer through the Digital Domain.

7. OTHER PROVISIONS

7.1. These rules and conditions are deemed to be accepted by the Customer by accepting them electronically by checking the "I Agree" box and clicking the "Confirm" button.

7.2. These rules and conditions are available on the Bank's premises, on the Website, in the Digital Domain and may be amended by the Bank from time to time at its sole discretion.

7.3. Exchanging information in the Digital Domain is equivalent to exchanging information in person on the Bank's premises.

7.4. The Bank may publish foreign language translations of these rules. In case of any discrepancies between the translations and the Armenian language versions, the Armenian version shall prevail.

7.5. The Digital Domain is provided under the terms and conditions in effect at the time of its availability, which allows for the use of the operations actually available at that time. The Customer is aware that, depending on technical capabilities, some information on accounts, as well as other operations, may be reflected or updated in the Digital Domain in the future. The list of services and individual features offered to Customers may be limited depending on the capabilities of the Customer's computer or other technical means, the quality of the connection, the technical maintenance work carried out by the Bank and other factors.

7.6. The Bank may increase or decrease the scope of operations provided in the Digital Domain, as well as terminate or suspend access to the Digital Domain.